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CURRENT TOPICS.

WE BELIEVE that since our last issue good work has been done in the way of interviewing candidates with regard to the actual and threatened increase of officialism. There is yet time for interviews in some places where they have not taken place. Solicitors must remember that it is now agreed on all hands that a compulsory Land Transfer Bill and a Public Trustee Bill will be introduced, whatever party may be in power after the present general election, unless the Government find that there is a feeling among their own supporters in the House of Commons adverse to those measures. How can the parliamentary supporters of each party be so well informed or so favourably approached as during the present election? Every interview with a candidate diminishes the probability of the Bills being introduced, and lays the foundation for further action in case they are introduced. Officialism is at present rampant in every department, and unless solicitors are prepared to exert themselves they will speedily find a large portion of their business becoming a Government monopoly.

DURING NEXT WEEK and until further order the hearing of Queen's Bench final appeals in Court of Appeal No. 1 and Queen's Bench new trial cases in Court of Appeal No. 2 will be continued, but subject in the latter court to the hearing of Chancery interlocutory appeals on Wednesdays.

THE HEARING of witness actions in the Chancery Division proceeds at a pace too slow to give satisfaction either to suitors or either branch of the profession. Two of the judges commenced the hearing of this class of actions in the second week of the present sittings, and two commenced in this, the fourth week. Even should all these four judges be able to devote three days a week for the next four weeks to this business, the 374 witness actions in the combined lists of all these judges will not be appreciably reduced in number.

GREAT INCONVENIENCE is often caused by the fact that an originating summons cannot be served out of the jurisdiction. Cases of the hardship caused by the want of a rule on the subject are constantly occurring. In the case of *Re Busfield* (32 Ch. D. 123) Lord Justice COTTON, in declining to order the service of an originating summons out of the jurisdiction, said that the court had not power to order service out of the jurisdiction except where it is authorized by statute to do so, which was not the case in the instance before him. It is quite time that such a power should be granted, and we hope that an early opportunity will be taken to carry the suggestion into effect.

THE ANSWER of the President of the Board of Trade to the communication addressed to him by the Council of the Incorporated Law Society on the subject of voluntary settlements, given in the report of the council (*ante*, p. 611), must shock every person who is competent to form an opinion on the matter. It is founded on the presumption that the majority of persons who execute voluntary settlements become bankrupt, a presumption that is ludicrously false. Of late years the law of bankruptcy has been modified largely in the interest of creditors. No doubt it is right that all a bankrupt's property should be divided among his creditors. But it is not right to give the property of other people, and divide it among the creditors. It must be remembered that in ninety-nine out of every hundred cases the conduct of most of the creditors is but little better than that of the bankrupt; as a general rule most of them know perfectly well that he is insolvent, and they only refrain from asserting their rights in the hope that by some lucky speculation he may get enough money to pay them. There is no inducement under the existing law to a creditor to shew diligence in getting in his debt; he may even lose the fruits of his execution by the debtor becoming bankrupt. To return to the question of voluntary settlements. A voluntary settlement of land renders it practically unsaleable for ten years. This is clearly against public policy. Surely it is better that careless creditors should lose their money than that land should be made unmarketable. The remedy suggested by the President of the Board of Trade is that a voluntary settlement might be made good on a declaration by the court, to be obtained at the time of the settlement, of the settlor's solvency. Can official cynicism go further than this? Assuming that the real object of the Board of Trade is to protect honest creditors, it might be carried out by authorizing the registration of voluntary settlements, and declaring that no registered settlement should be liable to be set aside, either by a creditor or a purchaser for value, except within a limited time —say one year—from the date of registration. Lists of voluntary settlors would be circulated in a manner similar to that in

which lists of persons who have given bills of sale are now circulated, and any creditor who thought himself likely to be injured by the settlement would be able to take immediate proceedings to have it set aside.

NOTICE to old ladies desirous of securing for their remains a handsome and expensive and really exhilerating funeral of the old style. The court will not, except under "very peculiar circumstances," allow you to have it (*Re Read, Galloway* v. *Harris*, reported elsewhere). You may give express verbal directions to your executors that your funeral shall be costly—nay, you may actually interview the undertaker and tell him you desire to have "a grand funeral costing £150," but, unless your executors are willing to run the risk of having to pay a large portion of the cost out of their own pockets, you will not get your desire; and since your executors are tolerably certain to decline to take this risk, your wishes will be altogether disregarded. Your estate may be over £20,000, but still your grandmother, the Chancery Division, will not allow you to squander it in the gratification of your antique taste for a gorgeous funeral. It is true that Lord COKE says that "funeral expenses according to the degree and quality of the deceased are to be allowed out of the goods of the deceased before any debt or duty whatsoever"; but it is clearly settled that an executor or administrator is not justified in incurring extravagant funeral expenses, even as against legatees or next of kin (see *Stackpoole* v. *Stackpoole*, 4 Dow. 227). If the estate of the deceased is insolvent, according to Lord HOLT (2 Williams on Executors, p. 968), no funeral expenses ought to be allowed except for the coffin, ringing the bell, and the fees of the parson, clerk, and bearers—that is to say, the costs of a shroud or digging a grave were not to be allowed. Subsequently the courts became more liberal, and £10, and afterwards £20, were indicated as the limits of the funeral expenses to be allowed under these circumstances. The peculiar hardship of these rules on executors has often been pointed out. In general they are obliged to bury their testator before they can ascertain whether his estate is or is not solvent. In *Re Read* the matter, fortunately for the executors, came before a common sense and considerate judge, who did not see the justice of punishing executors for carrying out their testatrix's express verbal directions. But we should recommend any old lady having similar views to those of the testatrix in *Re Read* to make an express bequest to her executors of the sum she means to be expended on the funeral, with a direction that it shall be so expended; and also to leave in a paper enclosed in the will a proper programme of the funeral festivities.

AN INTERESTING question as to the capacity of children legitimated by subsequent marriage to take under a devise of real estate in England was decided by STIRLING, J., in *Grey* v. *Earl of Stamford* (*ante*, p. 523). By the will and codicil of the Rev. HARRY GREY a share of a farm in the county of Chester was devised on trust for his son HARRY during his life, and after his death for all his children equally. The testator died in 1860. His son HARRY, who succeeded to the Earldom of Stamford in 1883, went to the Cape in 1855, became domiciled there, and resided there till his death in 1890. In 1877 he had a son by a woman whom he afterwards married, and by such subsequent marriage the son was, according to the Roman Dutch law of the Cape, legitimated. The farm had been sold, and the question was whether the son was entitled to share in the proceeds. It seems possible at once to put aside the case of *Doe* v. *Vardill* (7 Cl. & F. 895), by which it was decided that a son so legitimated could not take by inheritance. There is no hint to be found there that either the judges or the House of Lords were dealing with anything else than the rights of the heir-at-law, and the decision has been recognized as an anomalous one founded on the strict rules of inheritance attached to land in this country. But all that has to be done in the present case is to construe the word "children" occurring in the specific devise, and this seems to depend on the principle established by *Re Goodman's Trusts* (29 W. R. 586, 17 Ch. D. 266). In the earlier case of *Boyes* v. *Bedale* (1 H. & M. 798) it was held with regard to a bequest of personal estate to "children" that this word must be construed as meaning legitimate children, and that in England only those children could be recognized as legitimate who were born in wedlock. But in *Re Goodman's Trusts* the Court of Appeal, while approving of the former proposition, overruled the latter. The question of legitimacy is one of *status*, and if a child is legitimate by the law of the country in which, at the time of his birth, his parents are domiciled, he is by the comity of nations recognized as legitimate everywhere. The question in that case was whether a child in this position was entitled to take under the Statute of Distributions as next of kin of an intestate, but the same rule was applied by KAY, J., in *Andros* v. *Andros* (32 W. R. 30, 24 Ch. D. 637) to a bequest, and it is now well established as to all claims to personal estate. The principle seems, however, to apply equally to interests in real estate to which "children" are entitled under a devise. No technical rules of inheritance stand in the way, and the same meaning ought to be given to this word in the will whether it is real or personal estate that is being dealt with. So, accordingly, STIRLING, J., decided, and held that the son in question was entitled to share in the proceeds of the farm.

"IT WOULD BE a great advantage," writes a correspondent, "if the editors of all the different series of law reports would follow the lead of the Incorporated Council of Law Reporting in the new mode of citation which it has adopted for the series of the *Law Reports* which commenced in 1891. There is a distinct advantage in giving the year as part of the citation of a report. It fixes the date of the case approximately, and determines, without other reference, its chronological position in relation to other cases and to Acts of Parliament and rules of court. A good many of us were disposed at first to resent the alteration from the old mode of citation to the new, but we live and learn, and experience has shewn that '[1892] 1 Ch.' is as easy to write and to remember as '40 Ch. D.'" May I without presumption," continues our correspondent, "suggest a very simple method of citation for all reports other than the *Law Reports* which might conveniently be adopted generally without fear of confusion. In citing the *Law Reports* it is a common practice to omit the 'L. R.,' that part of the citation being, in their case, understood where it is omitted. In the case of all other reports the initial letters of the distinguishing names would necessarily form part of the citation. Thus, the WEEKLY REPORTER for 1892-3 could be most conveniently cited as 'W. R., 1893,' and afterwards 'W. R., 1894,' &c. The same method could be adopted for other reports: the *Law Journal Reports* thus, 'L. J. Ch., 1893; L. J. Q. B., 1893,' &c. The *Law Times Reports* thus, 'L. T. (1893)' 1; 'L. T. (1893) 2'; or, '1 L. T., 1893'; '2 L. T., 1893.' I am well aware that all the reports, except the *Law Reports*, count their legal year from November to October. It would be too much to expect that they should, in this respect, change their long-established custom, though such a change would be welcomed by those who desire to see all the reports run concurrently over corresponding periods. But even without this change the designation of a volume of reports containing two months of 1892 (November and December) and ten months of 1893, as a volume of reports for 1893, would, in my opinion, be a better description than that usually adopted—viz., 1892-3. The latter method of describing a volume is always a little confusing, because there must always be two volumes bearing the year 1892 and two 1893, and so on. The present is a singularly opportune time for a general adoption of the change I have suggested, because we are on the eve of considerable changes in the rules of procedure. Even now it is a common practice with judges, when a case is cited from any report other than the new series of the *Law Reports*, to ask at the outset for the date of the case. When the new legal year begins next November, and from that time onwards, it will probably be a matter of increased importance to know whether a cited case was decided before or since the expected batch of rules was passed. Is it too much to hope that the editors of the three leading reports which I have named will collectively consider the advisability or otherwise of adopting the suggestion I have ventured to make?" Such is

our correspondent's suggestion. The only remark we have to make with regard to it is, that the first response to it must necessarily come, not from the editors of the reports named, but from the subscribers to them. The editor and publisher of any series of law reports would hardly consider such a proposal as within the range of practical policy unless it came to them with the support of their subscribers; while, on the other hand, they could not fail to give the fullest consideration to any proposal of the kind which came to them with such support.

In the case of *Sovereign Life Assurance Co.* v. *Dodd* the Court of Appeal (Lord Esher, M.R., and Bowen and Kay, L.JJ.) have affirmed the judgment given by Charles, J., recently (40 W. R. 443) with respect to the right of set-off as against companies in liquidation. The defendant held two policies of £1,000 each in the plaintiff company, payable in May, 1888, or earlier in the event of his death. He borrowed from the company on mortgage of the policies sums which ultimately amounted, with interest, to £1,170. In August, 1887, a petition was presented for winding up the company, upon which a winding-up order was made in July, 1889, and in the following year the court sanctioned an arrangement by which the company's policies were transferred to the Sun Life Assurance Co., the holders being bound to accept in full satisfaction certain reduced payments. The defendant kept up the payment of the premiums until May, 1888, and the policies would thereupon, but for the winding up, have been payable. With bonuses he would have received £2,113, but under the new arrangement with the Sun he could only claim £267 for each policy. Hence, upon the liquidator of the Sovereign bringing the present action to enforce repayment of the sums advanced, he claimed to set off the amount which he ought to have received on the policies. By section 10 of the Judicature Act, 1875, it is provided that in the winding up of companies the same rule shall prevail as to debts and liabilities provable as may be in force for the time being in bankruptcy, and in *Mersey Steel and Iron Co.* v. *Naylor, Benzon, & Co.* (36 W. R. 989, 9 App. Cas. 434) it was held that this imported into the law of winding up the mutual credit clause in the Bankruptcy Acts—that is, in the case of the Act of 1883, s. 38. In a case of bankruptcy it is, of course, necessary that some step in relation to any credit, debt, or other dealing relied on should be taken before the commencement of the bankruptcy, or, as it was held in *Re Gillespie, Ex parte Reid & Sons* (33 W. R. 707, 14 Q. B. D. 963), where there are mutual dealings between a debtor and his creditors, the line as to set-off must in general be drawn at the date of the commencement of the bankruptcy. And for the purposes of winding up the corresponding date is the date of the presentation of the petition: Companies Act, 1862, s. 84. But this restriction is merely meant to cut off dealings before the bankruptcy or winding up from those which have occurred afterwards, and does not seem to apply where a liability already in existence has subsequently matured. Such cases fall within the principle that the relation contemplated by the statute may be established although the debt is immediately due from the one party, and only due on a future day from the other; and in *Re Asphaltic Wood Pavement Co.* (33 W. R. 513, 30 Ch. D. 216) this was carried so far as to allow a set-off in respect of damages due from a company by reason of a breach, after winding up, of a contract made before winding up. The present case appears to be well within these authorities, the moneys which the defendant claimed to set off being due to him under a contract made previous to the presentation of the petition, and the set off was consequently allowed.

A curious example of the limited nature of the covenant for right to convey implied in a conveyance by a vendor as beneficial owner is afforded by the case of *David* v. *Sabin*, recently decided by Romer, J. By the Conveyancing Act, 1881, s. 7, sub-section (1) (*a*), the covenant is that, "notwithstanding anything by the person who so conveys, or anyone through whom he derives title, otherwise than by purchase for value, made, done, executed, or omitted, or knowingly suffered, the person who so conveys has . . . full power to convey the subject-matter expressed to be conveyed." There is thus a termination of the liability so soon as the title is traced back to a previous sale, and the covenant does not extend to any defects in the title created by a previous vendor. And this, which is obviously true of the title to the whole estate in the land which is being conveyed, is equally true of any subordinate right which the present vendor has purchased with a view to perfecting his title. In the case in question the defendant, as beneficial owner, had conveyed land to the plaintiff, a purchaser, in fee. At an earlier period he had granted a long lease of the land, and of this he had obtained a surrender for value, but in the interval the lessee had created sub-leases which were not destroyed by the surrender. The defendant was ignorant of their existence, both at the time of the surrender and of the conveyance, but it was contended that he was bound to compensate the purchaser under the covenant for right to convey. Clearly, however, the creation of the sub-leases was not due to any act or omission of his, or of any person through whom he derived title otherwise than by purchase for value. They were created by the lessee out of the estate which he then had in the land, and which he afterwards sold to the defendant. The limitation of the covenant therefore applied, and Romer, J., expressed his opinion also that, although not expressly inserted, a similar limitation was to be read into the implied covenant for further assurance.

SPECIAL DAMAGE IN ACTIONS OF SLANDER.

The law favours liberty of speech, and, in general, unless special damage can be proved, a man may say what he pleases of his neighbour. He must be careful, however, not to charge him with a crime, or impute to him an infectious disease tending to exclude him from society. Moreover, caution is necessary in speaking of a man in such a way as to touch him in the way of his office, profession, or trade; but here there are nice distinctions which may enable the reviler to get off scot-free, and with his costs paid for him into the bargain. Such was the result in the recent case of *Alexander* v. *Jenkins* (40 W. R. 546). The plaintiff had been elected to the office of town councillor, an office, as is well known, of honour, and not of profit. Shortly after the election the defendant stated of the new town councillor that he "is never sober, and is not a fit man for the council. On the night of the election he was drunk, and had to be carried home." Persons with a regard for constituted authority might think that, if this charge was untrue, there was ample ground for the interference of the law. But they would be wrong. As long as a town councillor is not removable for drunkenness—and the Court of Appeal have failed to discover that he is—the world may say what it likes as to any such weaknesses, provided at least that he is not charged with being drunk while engaged in the performance of his public duties.

It seems to be thought that there is a distinction in this respect between offices of profit and offices of honour, and an amusing reference to it is made in *How* v. *Prinn* (2 Salk. 695):—"In offices of profit, words that impute either defect of understanding, of ability, or integrity, are actionable; but in those of credit, words that impute want only of ability are not actionable, as of a justice of the peace: '*He is a justice of the peace! He is an ass, and a beetle-headed justice.*' *Ratio est*, because a man cannot help his want of ability, as he may his want of honesty." And accordingly any words spoken against a man which tend to shew that, either by reason of his want of ability or his want of integrity, he is unfit to carry on his trade or profession, or to continue in an office of profit, are actionable. Of this the books contain many curious instances. Thus in *Peard* v. *Jones* (Cro. Car. 382) it was held to be actionable, without proof of special damage, to say of a barrister, "He is a dunce and will get little by the law," although it was urged that a dunce, if not so ready and nimble as others, might yet be a person of very solid judgment. And so in *Baker* v. *Morphew* (2 Keb. 202), where it was said of an attorney that he had "no more judgment in the law than Master Cheyny's bull." Objection was made that the plaintiff had not averred that Cheyny had a bull, but the court thought—though why, is not very clear—that the scandal was the greater if he had none. In a different sphere it has been held actionable to say of a gamekeeper that he had killed foxes: *Foulger* v. *Newcomb* (15 W. R. 1181, L. R. 2 Ex. 327). In turn-

ing to the report one almost expects to find this put on the ground that it was imputing a crime. But quite the contrary. The court even doubted whether they could take judicial notice of the fact that it would be improper for a gamekeeper to kill foxes, and they preferred to rely on the allegation to this effect in the pleadings.

On the other hand, where a man has an office of honour merely, words spoken against him are not actionable without proof of special damage unless they might lead to his removal from office, and such is the ground upon which it is said in *How* v. *Prinn* (*suprà*) that words charging want of ability are not actionable, but only those charging want of integrity. Consequently, where a man cannot be removed from his office for the offence charged against him, the slander is not actionable, and this was the *ratio decidendi* in *Alexander* v. *Jenkins*. It seems, however, that the principle is really similar in all the cases. Whether a man is in a trade or profession, or in an office either of profit or credit from which he can be dismissed, slanderous words tend, though in different degrees, to deprive him of his employment or office. In a trade or profession any imputation on his character or ability which would make him less fit for his business is actionable. It is likely that he will thus lose customers or clients. So in an office of profit. As to offices of honour the law seems to assume that ability is not required of him—surely in this respect it is a little hard on justices—and, consequently, the slander must affect his character. But still the principle is the same. The slander is regarded only so far as it tends to deprive him of his office, and, if he is irremovable, then, like the plaintiff in the present case, he will have his action dismissed. Some slight check to the licence permitted by the common law was imposed by the Slander of Women Act of last year. Possibly at some time the Legislature will have time to put the whole matter on a more satisfactory footing. Meanwhile persons who wish to relieve their feelings against the powers that be, whether municipal or otherwise, may rely upon the *dictum* in *Onslow* v. *Horne* (2 W. Bl., at p. 753) being still sound law: "Mere opprobrious words, which subject to no punishment or temporal loss, do not seem to be actionable when spoken of men in office."

CONTRACTS BY ADVERTISEMENT.

THE possibility of entering into a contract by advertisement has long been recognized, and the chief peculiarity, perhaps, in the case of *Carlill* v. *The Carbolic Smoke Ball Co.* (reported elsewhere) is the interesting variety of objections which the defendants raised for the purpose of avoiding their very obvious moral liability. All these failed them, however, and, subject to what may happen on the intended appeal, their legal liability seems to be equally clear.

In November, 1891, the company inserted an advertisement in the *Pall Mall Gazette* by which they offered to pay £100 to any person who should catch the influenza after having used the smoke ball three times a day for two weeks. In reliance upon this the plaintiff, Mrs. CARLILL, purchased one of the balls and used it three times daily from the 20th of November to the 17th of January. On the latter date she was attacked by influenza. Three days later her husband, acting on her behalf, claimed the £100, and the company, after first sending a copy of a circular by which the fresh condition was imposed that the remedy should be used at their offices, repudiated altogether their liability under the advertisement. This was upon the ground that there was no contract between themselves and the plaintiff, while, if there was, it was void, either as being a contract of gaming and wagering, or a contract of insurance and so subject to 14 Geo. 3, c. 48, s. 2, or generally against public policy. Moreover, if it was a contract, it was said that it required to be stamped as a contract wholly or partly in writing.

The last point, which is well covered by authority, may be disposed of first. The Stamp Act, 1891, requires every "agreement or memorandum of agreement under hand only . . . whether the same be only evidence of a contract or obligatory upon the parties from its being a written instrument," to be duly stamped. But it is the entire agreement which must be in writing, and the words, like similar words in the previous Stamp Acts, do not apply where a proposal made in writing is accepted either verbally or otherwise without writing. An early authority in favour of this view is *Drant* v. *Brown* (3 B. & C. 665). There A. had entered into a written agreement with B. for the hire of a piece of land for the purpose of making bricks. Subsequently C. made an offer in writing to let another piece of land to A., upon the same terms as those contained in the agreement between A. and B., and this offer was verbally accepted by A. It was held that the written offer made by C. was admissible in evidence without being stamped. "A stamp," said HOLROYD, J., "is not necessary to every writing given in evidence to support an agreement, but only to agreements themselves or minutes or memorandums of agreements. This was a mere proposal; if it had been accepted by writing, that must have been stamped, but being accepted by parol, the agreement was in law a parol agreement." So in *Chaplin* v. *Clarke* (4 Ex., at p. 407), MAULE, J., pointed out in the course of the argument that an offer in writing accepted by parol does not require a stamp, and this rule was acted on in *Hudspeth* v. *Yarnold* (9 C. B. 625) and *Clay* v. *Crofts* (20 L. J. Ex. 361). In the former case the manager of a theatre wrote a letter to an actor proposing an engagement at £2 a week. The actor accepted this proposal by performing under it. It was held that, as there was no agreement until such tacit acceptance, the letter was admissible in evidence without an agreement stamp. In the latter case a schoolmaster issued a prospectus, and subsequently received a pupil upon the terms of it as verbally modified between himself and the parent. Here again it was held that the prospectus was a proposal, and not an agreement, and that no stamp was necessary. In the present case, therefore, it is clear that, if there was a contract between the parties, it was not a contract of which there was a memorandum in writing requiring to be stamped.

The question whether there was a contract at all is one of considerable theoretical interest, though for practical purposes it is settled by the decision of the King's Bench in *Williams* v. *Carwardine* (4 B. & Ad. 621). There the brother of the defendant had been murdered, and the defendant published a handbill stating that whoever gave such information as should lead to the discovery of the murderer should receive a reward of £20. The plaintiff was at a house with the deceased on the night of the murder, and she was examined before the magistrates, but did not then give any information which led to the apprehension of the murderer. Subsequently, however, she was assaulted by the murderer, and, believing that she had not long to live, and to ease her conscience, she made a voluntary statement containing information which led to his conviction. Afterwards she claimed the reward, and though the jury found that she was not induced to make the statement by the offer of the reward, but by other motives, she was held to be entitled to it. Lord DENMAN, C.J., said that she had brought herself within the terms of the advertisement; LITTLEDALE, J., that the advertisement amounted to a general promise, to the benefit of which she was entitled; and PARKE, J., that there was a contract with any person who performed the condition mentioned in the advertisement. Since that decision there have been various cases in which the payment of the reward has been resisted, not, however upon the ground that the advertisement could create no liability between the parties, but that the condition upon which the reward was to be paid had not, in fact, been performed: *Lancaster* v. *Walsh* (4 M. & W. 16), *Smith* v. *Moore* (1 C. B. 438), *Thatcher* v. *England* (3 C. B. 254), *Turner* v. *Walker* (L. R. 2 Q. B. 301).

It is doubtful, however, whether in *Williams* v. *Carwardine* the real nature of a contract was sufficiently apprehended. This requires that an offer made by one party should be accepted by the other, and it follows that that other must be aware of the offer, and in accepting it must intend to enter into a contract. There is of course an initial difficulty whether a contract can arise at all out of an offer not made in the first instance to some ascertained person, but any doubt which there may have been on this point has long been dispelled, and in *Spencer* v. *Harding* (L. R. 5 C. P., at p. 563) WILLES, J., said that an offer contained in an advertisement was "an offer to become liable to any person who before the offer should be retracted should happen to be the person to fulfil the contract of which the advertisement was an offer or tender." Hence clearly it is no objection to the existence of the contract that the second party

to it is not ascertained at the time of the offer. It will be noticed, however, that this *dictum*, like the judgments in *Williams* v. *Carwardine*, seems to imply that any performance of the condition is sufficient to complete the liability of the advertiser, irrespective of the state of mind of the performing party. Indeed in the latter case PATTESON, J., said expressly that the court could not go into the plaintiff's motives, and this perhaps may explain why PARKE, J., held that there was in fact a contract.

But, as Sir FREDERICK POLLOCK has pointed out (Contract, 5th ed., p. 21), the question is not one of motive, but of intention, and it seems clear that, unless there is some reason to assume an intention to contract, the mere performance of the condition cannot complete the contract. Possibly, therefore, the doctrine of *Williams* v. *Carwardine* will have at some time to be reconsidered with a view to determining whether the person performing the condition must do so in reliance upon the advertisement, or, in other words, with the intention of accepting the offer therein contained. In the present instance, however, this difficulty does not arise, it being shewn that Mrs. CARLILL, when she purchased the smoke ball, did so upon the faith of the offer made by the company. Hence, whatever suspicion there may be as to the soundness of the principle upon which *Williams* v. *Carwardine* was decided, there can be no doubt that Mrs. CARLILL had accepted the offer of the company, and that a contract had thus been concluded to the benefit of which she was entitled.

As to the remaining defences, the objection that the contract was against public policy could not, of course, be maintained. There is certainly nothing contrary to the public interest in compelling a person to keep his promise, especially when he is the vendor of a patent medicine and has made the promise for the purpose of enabling himself to dispose of his wares with greater facility. There is more, perhaps, to be said for the contention that the contract was one either of gaming and wagering or of insurance, and, indeed, there is always a strong resemblance between these latter contracts and ordinary contracts made conditional on the happening of an uncertain event. HAWKINS, J., however, distinguished the present from a wagering contract on the ground of want of mutuality, and, whether it was a contract of insurance or not, he held that, as it was not in writing, the provision of 14 Geo. 3, c. 48, s. 2, did not apply to it.

The nature of a wager was considered in the case of *Hampden* v. *Walsh* (24 W. R. 607, 1 Q. B. D. 189), where the plaintiff had staked money on his opinion that the earth was not round. The question was to be determined by actual measurement on the surface of some canal, river, or lake, and, upon disagreement between the referees, the umpire decided against the plaintiff. The latter being dissatisfied, demanded back his money from the stakeholder, and it was held that the agreement was a wager, and, as the money had not at the time of demand been paid over, he was entitled to recover it. The particular ground for contending that there was no wager was that the event upon which the money was staked was not uncertain, but in the course of his judgment COCKBURN, C.J., gave a definition of general application, saying that a wager was "a contract by A. to pay money to B. on the happening of a given event, in consideration of B. paying money to him on the event not happening." And so in *Thacker* v. *Hardy* (4 Q. B. D., at p. 695) COTTON, L.J., said: "The essence of gaining and wagering is that one party is to win, and the other to lose, upon the happening of a future event, which at the time of the contract is of an uncertain nature—that is to say, if the event turns out one way A. will lose, but if it turns out the other way he will win." This is practically identical with the rule as now laid down by HAWKINS, J., that it is essential to a wagering contract that each party may under it either win or lose, whether he will win or lose being dependent on, and, therefore, remaining uncertain, until the issue of the event is known. But if either of the parties may win, but cannot lose, or may lose, but cannot win, it is not a wagering contract. Judged by this standard, it is clear that the contract between Mrs. CARLILL and the Carbolic Smoke Ball Co. was not one of wagering. In the event of her catching the disease she stood to win, and the company to lose, but otherwise no money would pass between the parties; in other words, Mrs. CARLILL could not lose in any event.

Upon the construction of the statute 14 Geo. 3, c. 48, HAWKINS, J., has taken the same view as that expressed by Lord KENYON, C.J., in *Good* v. *Elliott* (3 T. R. 693). Section 2 forbids the making of any policy on the life of any person, or upon any other event, without inserting in such policy the name of the person interested therein. This requirement, of course, shews that the Act was only intended to apply to written policies, and in no event, therefore, can it affect the present case. Apart from this, however, there is an element in the contract which seems to distinguish it from one of pure insurance. In a contract of insurance the money paid by one party is solely meant to secure that on the happening of an event, which either may not happen at all, or the time of which is uncertain, a larger sum shall be paid to him by the other party. Or, as TINDAL, C.J., said in *Paterson* v. *Powell* (9 Bing. 329), the premium is paid in consideration of the insurers incurring the risk of paying a larger sum upon a given contingency. But here Mrs. CARLILL paid her money in the first instance for the purchase of a smoke ball, and it was only in addition to this that she had the guarantee of the company that, if it did not answer its purpose, they would pay her £100. Possibly the defendants may be able to make some of their defences appear more plausible to the Court of Appeal, but at present the judgment of HAWKINS, J., seems as sound in law as it is in accordance with the justice of the case.

COUNSELS' FEES.

THE following correspondence on this subject has taken place between the Bar Committee and the Council of the Incorporated Law Society:—

"Law Society's Hall, Chancery-lane, W.C.,
"April 2nd, 1892.

"Dear Sir,—The council of this society invite the attention of the Bar Committee to a matter of very considerable importance, upon which complaints are frequently made by members of the solicitor branch of the profession.

"Some barristers' clerks, after a brief with a fee marked has been accepted, require the solicitor to increase the amount, either on the ground that it is inadequate, or that the solicitor on the other side has marked a higher fee. It often happens that this request is made at a time when it is too late for the solicitor to take back the brief and instruct some other counsel.

"This pressure places the solicitor in a very unpleasant position. He has marked the fee which he considers sufficient, or perhaps the utmost fee which his client can afford. If he increases it, he puts his client to an unwarrantable expense; if he refuses to do so he runs, or thinks he runs, the risk that his client's interests may suffer.

"The council do not dispute the right of a barrister to refuse to accept a brief with an inadequate fee, but they submit that after a brief has actually been accepted, it is not justifiable, under any circumstances, that a request should be made for an increased fee.

"The council raise this question with much reluctance. They would have refused to do so if the grievance referred to only occurred in isolated cases. But the practice is not uncommon, and tends to increase, and the council do not think it consistent with their duty to their branch of the profession to remain silent.

"They think also that it is one of the causes operating to the disadvantage of both branches of the profession, which induce the public to avoid the courts, especially in the case of the mercantile class, who cannot understand why, when (according to their view of the matter) a contract has been made to undertake the conduct of the case in court for a certain sum, more is demanded of them.—I am, &c.,

"(Signed) E. W. WILLIAMSON, Secretary.

"S. H. Lofthouse, Esq., Hon. Sec., The Bar Committee,
"Farrar's-building, Temple, E.C."

"Farrar's-building, Temple, 22nd June, 1892.

"To the Secretary of the Incorporated Law Society.

"Sir,—My committee have considered your letter of the 2nd April, in which you call their attention to complaints frequently made by solicitors, that barristers' clerks, after a brief with a fee marked has been accepted, require the solicitor to increase the amount, either on the ground that it is inadequate, or that the solicitor on the other side has marked a higher fee, and in which you state that it often happens that this request is made at a time when it is too late for the solicitor to take back the brief and instruct other counsel, and that the practice is not uncommon, and tends to increase.

"My committee direct me to say that, in their opinion, the fact of the solicitor on the other side having marked a higher fee, is, of itself, no justification for a counsel's clerk asking to have his fee increased

after he has accepted a brief, and if a practice of making such a demand exists, my committee entirely disapprove of it.

"My committee also do not think it right that a counsel's clerk should ask to have the fee increased after the brief has been accepted, with knowledge of the contents of the brief and other matters material to the question of the fee, but they wish to point out that the mere delivery of a brief does not necessarily, of itself, involve the acceptance of the brief. It is impossible to tell, until the contents of a brief have been examined, whether the fee is adequate or not, and a full opportunity for such an examination should be afforded.

"It often happens that a brief is delivered to counsel, especially at assize towns, by an irresponsible agent, and the mere receipt of the brief in no way signifies an acquiescence in the fee marked on it. Again, it often occurs that after the delivery of the original brief further lengthy papers are sought to be added to it, and in such a case the original fee may become totally inadequate. It thus will be seen that whilst my committee concur in two of the propositions contained in your letter, they desire to express to you their opinion that a mere receipt of a brief without any objection being made to the fee marked upon it, does not necessarily prevent the suggestion that the amount of such fee should be reconsidered.—I am, &c.,

"(Signed) S. H. LOFTHOUSE,
"Hon. Sec. of the Bar Committee."

REVIEWS.

COUNTY COURT COSTS.

COSTS IN THE COUNTY COURTS UNDER THE COUNTY COURTS ACT, 1888, THE ADMIRALTY JURISDICTION ACTS, AND THE COUNTY COURTS RULES, 1889 AND 1892; WITH SECTIONS AND RULES RELATING THERETO. TOGETHER WITH TABLES OF THE REFERENCES IN THE ACT, AND RULES TO COSTS GENERALLY, AND NOTES AND REFERENCES THROUGHOUT, AND PRECEDENTS WITH NUMERICAL REFERENCES TO THE ITEMS IN THE SCALE OF COSTS. By R. T. HUNTER, Chief Clerk of the Stockton-on-Tees County Court. Waterlow & Sons (Limited).

The subject of county court costs is so important and so complicated that it is not surprising to find it considered in a work exclusively devoted thereto. The volume before us makes its appearance at a very opportune moment; for it is only within the last few weeks that the new scales of costs, appended to the County Court Rules, 1892, have come into operation. These, of course, are embodied in the present work, together with the various enactments and rules, governing the subject of costs in the county court, which are logically arranged so as to facilitate immediate reference and citation. Moreover, thirty precedents of bills of costs are provided, which possess a practical value, owing to the author's wide experience on the subject, acquired as chief clerk of a county court. These precedents contain numerical references to the items in the official scales of costs, which will enable the practitioner who uses any of the precedents given at once to verify and justify the charge made by him in his bill of costs. Though mainly a compilation, the present work also comprises some valuable notes, inserted by the author, in which reference is made to the many important cases that have been decided on the subject of costs. In order to distinguish these notes and the other additions made by the author from the enactments, rules, and scales of costs embodied in the volume before us, they have, very properly, been placed within brackets. As affording some proof of Mr. Hunter's industry, we may mention that the very recent case of *Millington* v. *Harwood* (*ante*, p. 446), which was decided by the Court of Appeal only last May, is cited at p. 23 of the present work. A good index will be found at the end of the volume.

ELECTION LAW.

THE LAW RELATING TO CORRUPT AND ILLEGAL PRACTICES AT PARLIAMENTARY, MUNICIPAL, AND OTHER ELECTIONS. By MILES WALKER MATTINSON and STUART CUNNINGHAM MACASKIE, Barristers-at-Law. THIRD EDITION. Waterlow & Sons (Limited).

"Good wine needs no bush," and a law book which runs through two editions, and enters on a third, in less than nine years, has practically passed out of the region of hostile criticism. The professional favour that has been meted out to Messrs. Mattinson and Macaskie's treatise on the law of corrupt and illegal practices is well deserved. Every branch of the subject is fully, and not too fully, discussed. Moreover, the work is—to the great advantage of the reader—a treatise, and not merely an annotated edition of the Act of 1883. So far as we have observed, every decision of any importance has been noted in its appropriate place, although the excellent modern practice of giving the dates of cases has, unfortunately, not been followed. The care, however, with which the authors have given all the references in contemporary reports to cases quoted adds immensely to the practical value of their book. We commend the present edition of this work heartily to the attention of our readers.

CASES OF THE WEEK.

Court of Appeal.

PRICE *v.* **JAMES**—No. 1, 5th July.

LICENCE—BEERHOUSE—APPLICATION FOR RENEWAL—TEMPORARY AUTHORITY TO OCCUPY PREMISES—9 GEO. 4, c. 61, s. 14—5 & 6 VICT. c. 44, s. 1—35 & 36 VICT. c. 94, s. 42.

This was a special case stated by the licensing justices of Pontypool, in Monmouthshire. The Britannia Inn, Pontnewynydd, was a beerhouse which had been licensed from a date prior to the 1st of May, 1869, for the sale of beer by retail. On the 18th of April, 1891, Mason, the then holder of the licence, was convicted before two justices in petty sessions for permitting gaming on the premises, and his licence was indorsed. Mason obtained a temporary authority under 5 & 6 Vict. c. 44, s. 1, for Price, the appellant, to carry on the business of the house until the next special sessions, which would be held on the 22nd of August, 1891. At the general annual licensing meeting, held at Pontypool on the 22nd of August, which was also a day appointed for the holding of special sessions for the transfer of licences, the appellant applied for a transfer to himself of the existing licence of the Britannia Inn under 9 Geo. 4, c. 61, s. 14. That application was refused by the justices. At the same sessions the appellant also applied for a renewal of the licence, which renewal was opposed by the respondent, the superintendent of police for the district, but no notice of objection was given to the appellant. The application for a renewal of the licence was refused by the justices, who were of opinion that the appellant was not the holder of the licence, having only a temporary authority to carry on the business. The justices stated a special case for the opinion of the court, and a divisional court (Wright and Collins, JJ.) affirmed the decision of the justices. The appellant Price appealed.

THE COURT (Lord ESHER, M.R., and BOWEN and KAY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the appellant had made two applications to the licensing justices. The first was under 9 Geo. 4, c. 61, s. 14, for a transfer to him of Mason's licence, which application failed because the appellant did not produce satisfactory evidence of character. The appellant then fell back on his second application, which was for a renewal of the licence under section 42 of the Licensing Act, 1872. In order to give the justices jurisdiction to act under that section the appellant was bound to prove that he was a licensed person, but he had no licence, and therefore he could not ask to have his licence renewed, and he could not under that section ask for a renewal of Mason's licence. The appellant had a temporary authority to carry on the business under section 1 of the Act of 1842, which was quite distinct from a licence, and under those circumstances the justices were bound to refuse to entertain the application for a renewal of the licence.

BOWEN and KAY, L.JJ., concurred. Appeal dismissed.—COUNSEL, *Jelf*, Q.C.; *Paterson & Glascodine*; *Poland*, Q.C., and *Daniell*. SOLICITORS, *Few & Co.*, for *Bythway & Son*, Pontypool; *T. White & Son*, for *Gustard*, Newport.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

MAYOR, &c., OF KINGSTON-UPON-HULL *v.* **HARDING AND OTHERS**—No. 1, 30th June.

SURETY—FRAUD OF CONTRACTOR—LIABILITY OF SURETY.

This was an appeal of Harding and Thacker, two of the defendants, from a judgment of Grantham, J., given after further consideration. The plaintiffs, the Mayor and Corporation of Kingston-upon-Hull, brought an action against a firm of contractors for damages for breach of contract and for money received to the plaintiffs' use. The defendants Harding and Thacker were sued as sureties for the firm of contractors. In June, 1888, a contract, to which the sureties were parties, was entered into between the corporation and the contractors for the construction by the contractors of sewers and other works for the drainage of a portion of Hull. The contract contained provisions for the payment of the contractors on the certificates of the engineer of the corporation, and a balance of the sum to be paid to the contractors was to be retained in the hands of the corporation until six months after the engineer had given his certificate of completion. Harding and Thacker, the sureties, covenanted with the corporation for the due performance by the contractors of their work under the contract. It was further provided that the contractors and the sureties should not be released from their liability until six months after the certificate of completion had been given, and not then unless all the conditions of the contract should have been fulfilled to the satisfaction of the engineer. The works were completed in April, 1889, and the engineer gave his certificate of completion; six months afterwards he gave his final certificate, and the sum of money which had been retained by the corporation was paid over to the contractors. After this had been done it was ascertained that the work had been badly executed, and that the sewers were totally unfit for their purpose, and that it would be necessary to do the work over again. The corporation then brought this action against the contractors and their sureties, claiming £7,000 damages. The case was tried before Grantham, J., and a jury, and on the questions left to them the jury found that the contract had not been complied with by the contractors; that the work had been scamped and negligently done; that the

corporation had been cheated by the way the work had been done; that the contractors ought to have known that the work was being fraudulently done; that the certificates for the work were obtained by the fraud of the contractors; that the corporation had neglected to properly superintend the work, and that this had led to the scamping of the work; that there was no evidence of any connivance or wilful default on the part of the engineer. Grantham, J., on these findings at once gave judgment against the contractors, the amount of damages to be referred; and, after further consideration, he gave judgment against the sureties, who appealed. The contractors did not appeal.

THE COURT (Lord ESHER, M.R., and BOWEN and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the plaintiffs were suing two sureties upon a contract of surety by which the sureties guaranteed that the contractors should do certain work for the plaintiffs well and truly according to the plans and specifications. The work had not been well done, therefore by the terms of the contract the sureties were *primâ facie* liable. The contract contained a further term, that the liability of the sureties should continue until the engineer of the corporation had given his final certificate. The certificate was to be the only evidence of the work having been done to the satisfaction of the corporation. The engineer's final certificate was given, and the question was raised whether the contract with the sureties was that their liability should cease when the certificate was given, or that it should cease when such a certificate was given as would by implication release the contractor. In his opinion the latter was the true meaning of the contract. The certificate had been procured by the fraud of the contractor. The jury had so found, and their finding was not disputed, and therefore the certificate, having been so procured, did not release the contractor. Consequently, under the terms of the contract, the sureties were not relieved from their liability by the certificate having been given. But it had been said that even if the sureties had no defence on the contract, yet there were doctrines of law which would release them. It is said that the cause of the contractors doing the work badly was the failure of the corporation to fulfil their duty of superintending the work, which, it was alleged, was imposed on them by the contract. In his opinion the provision as to superintendence did not mean that the corporation were to direct how the contractor should do his work, but merely that the corporation had the right to see how the work was being done—that is to say, an option was given to the corporation to superintend or not. The failure of the corporation to exercise their option of superintendence did not constitute a breach of duty on their part which they owed to the sureties so as to release the sureties. The next point taken was the giving of the final certificate, but that did not cause the sureties to alter their position; it did them no damage at all; and therefore the mere fact of granting the certificate did not release them by the doctrines of suretyship. Lastly, there was the giving up by the corporation of the retention-money, which, if it had been retained, would have been a fund to which the sureties might have gone. Did that release the sureties? The sureties had contracted that the contractor should do his work well and honestly. The contractor had done the work badly and dishonestly, and there had been a breach of a part of the contract, the due performance of which by the contractor the sureties had guaranteed; and as the payment over of the retention-money had been brought about by a fraudulent breach of the contract against which the sureties had insured, it was impossible to say that that payment could relieve the sureties from their liability. The appeal must be dismissed.

BOWEN, L.J., agreed. He said that the broad principle of law which was the root of their decision was that a surety could not say that he was discharged on the ground that his position had been altered by the act of the employer when that act had been caused by fraud against which the surety had contracted by the very act of suretyship. It was contended that, the final certificate having been given by the engineer of the corporation, the sureties were released from liability. But the certificate had been obtained by the fraud of the contractor, and therefore the corporation were entitled to treat the certificate as void, and it would not avail the sureties unless they could shew that the giving of the certificate had caused them to alter their position. There was no proof that this was so, and therefore that argument broke down. And even if the certificate had caused an alteration in the position of the sureties, there would still remain the question whether the certificate had not been obtained by an act of the contractor the due performance of which the sureties had guaranteed. The argument founded on the handing over of the retention-money was met by the same answer. The retention-money was paid over because the final certificate had been given, and the certificate had been obtained by the fraud of the contractor, against whose dishonesty the sureties had guaranteed the corporation. As to the question of the superintendence of the work by the corporation, he agreed with what had been said by the Master of the Rolls.

A. L. SMITH, L.J., said that by the terms of the contract between the contractors and the corporation the former had undertaken that the work should be well and truly executed; that meant that the work should be honestly done, and not scamped, and that was what the sureties had guaranteed. The certificate of completion had, however, been obtained by fraud, and as it was no release to the contractors, so it was none to the sureties. As to the payment of the retention-money, that also had been brought about by the very acts which the sureties had insured against, and it was that which differentiated this case from the authorities which had been cited. Appeal dismissed.—COUNSEL, *Channell*, Q.C., and *Montague Lush*; *Hindmarsh*; *Forbes*, Q.C., *Tindal Atkinson*, Q.C., and *Manisty*. SOLICITORS, *Bell, Brodrick, & Gray*, for *J. T. & H. Woodhouse*, Hull; *E. C. Rawlins*, for *Sykes*, Hull; *Cunliffes & Davenport*, for *R. Hill Dawe*, town clerk, Hull.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

HOLLIS *v.* BURTON—No. 2, 29th June.

PRACTICE—ADMISSIONS—ADMISSIONS IN DEFENCE—ADMISSIONS IN ANSWER TO INTERROGATORIES—PAYMENT INTO COURT—CONDITION OF LEAVE TO AMEND DEFENCE AND WITHDRAW ADMISSIONS.

This was an interlocutory appeal from an order of Stirling, J., discharging an order made in chambers for payment of a sum of money claimed in the action into court. The plaintiff by his statement of claim alleged (1) that by an indenture of settlement dated the 10th of October, 1877, and made between R. R. of the one part and E. B. J. and the defendant F. J. J., the trustees of the settlement, of the other part, the sum of £2,000 was settled upon certain trusts for investment and for payment of the income to E. H. for life, and after her death in trust for the plaintiff E. M. H. on her attaining the age of twenty-one years for her absolute use and benefit; (2) that the said E. B. J. died on the 6th of May, 1882; (3) that the said sum of £2,000 above mentioned, and which was invested on mortgage of property belonging to Thomas Gorton, was called in by the defendant F. J. J. previously to the 20th of August, 1883, but subsequently to the death of E. B. J.; (4) that the said F. J. J. was at the date last aforesaid in partnership with the defendant G. B. as solicitors; (5) that the above-mentioned sum of £2,000 was paid by the defendant F. J. J. to, and received by, the firm on the 20th of August, 1883, and was paid into the firm's banking account; that the said firm were then acting as solicitors for the defendant F. J. J., the surviving trustee of the settlement, and that they received such sum for the purpose of procuring a proper and sufficient investment on mortgage of the same sum, and they undertook such duty and liability; and that the defendant G. B. well knew that the said sum was subject to the trusts of the said settlement; (6) that after the 20th of August, 1883, the interest on the £2,000 was regularly paid by the firm down to the 31st of December, 1890, when the firm dissolved partnership upon the terms, *inter alia*, that all debts owing from the firm should be paid by the defendant G. B.; and that since the dissolution the defendant G. B. had paid interest on the £2,000 down to the 10th of June, 1891, and since that date the defendant F. J. J. had paid interest down to the 10th of September, 1891; and (7) that the said sum of £2,000 was not duly invested by the firm on a proper mortgage security. The plaintiff claimed, *inter alia*, that the said sum of £2,000 be paid into court. The defendant G. B. in his defence admitted (1) that a sum of £2,000 invested on mortgage to Thomas Gorton was called in and received by the defendant F. J. J., but alleged (2) that it was received by him on his own account as trustee, and by him or by his direction paid into the banking account of the firm, but without any assent or concurrence of the defendant G. B.; (6) that the interest on the £2,000 was not paid as alleged by the plaintiff, but the payments that were made were so made solely by the direction of the defendant F. J. J. up to the date of the dissolution of the partnership; and (8) after such dissolution the defendant G. B. paid interest solely at the request and on the account of the defendant F. J. J. The defendant G. B., by affidavit sworn on the 10th of March in answer to interrogatories, deposed that "a sum of £2,000 was paid by the defendant F. J. J. to the banking account of the firm" on or about the 20th of August, 1883, and that "an entry of the purport referred to"—that is, of a principal sum of £2,000 from Thomas Gorton—"was made in the ledger of the firm, but he had no knowledge thereof until several years afterwards, when he at once raised objection to it, and that such entry did not refer to the sum of £2,000 claimed in the action." On the 28th of March, on a summons by the plaintiff, Stirling, J., at chambers, made an order that the defendants should pay the sum of £2,000 into court. In an affidavit sworn the 30th of April the defendant G. B. deposed that the admissions made by him in his defence and previous affidavit, that the £2,000 was paid by the defendant F. J. J. to the banking account of the firm on or about the 20th of August, 1883, "were made by him under an entire mistake as to the facts and in consequence of a misapprehension; that the instructions for his defence were given, and his affidavit was prepared and sworn to, in the midst of very great pressure of business, which did not leave sufficient time for him thoroughly to investigate the matters, but since the order made on the 28th of March he had examined the banker's pass-book of the firm, and he had in consequence discovered that the said sum of £2,000 was not paid into his said firm's banking account at any time, and therefore he was unable now to say whether or not the said sum of £2,000 was actually paid by the said defendant F. J. J. to the said firm as alleged by him." On the other hand there was evidence of the mortgagor, and of a person who took a transfer of the mortgage, and of the defendant F. J. J. that the business relating to the paying off of the mortgage debt was conducted wholly or principally by the defendant G. B., and that the money was paid to him. On the 27th of May, on motion by the defendant G. B., Stirling, J., considered that the admissions in the defence and answers to interrogatories were erroneous, and leave ought to be given to set them right, and that on the whole evidence there were not sufficient admissions to justify the order for payment into court; and his lordship discharged the order of the 28th of March, and gave the defendant G. B. leave to amend his defence and file further affidavits. From that order the plaintiff appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) varied the order appealed from.

LINDLEY, L.J., said this case was a very curious one, and the ground upon which the court was going to decide the question was not the ground upon which Stirling, J., decided it. If this had been a motion for payment of money into court, the principles to be applied were those on which Stirling, J., had acted. There must be an admission in order that money may be paid into court. That was the well-settled practice of the Court of Chancery, and it was not suggested that the Judicature Acts had modified the practice, except as to order 14. And this was not a case to which order 14 applied. On the evidence as it stood, the admissions would not

be sufficient to justify an order for payment into court, if it were a motion for payment into court that had to be decided. But that was not the question. G. B. admitted receipt of the money, and upon that admission an order was rightly made for payment of it into court. Then he came to the court and said, Relieve me and give me leave to withdraw my admission. Now, on what terms ought such leave to have been given? Ought it to be given merely on the terms of his paying the costs? His lordship did not think so. What would be the terms it would have been right and just to impose? To arrive at that, when a person came to set aside a valid order that had been made against him, it was necessary to look at the evidence on which the order was asked for. Was it right to give the leave unconditionally, there being a strong case made against the applicant? His lordship thought not, and that the leave should have been given only on the terms of paying the money into court. Before Stirling, J., the case seemed to have been argued solely as if it had been a mere question of paying money into court on an ordinary application on admissions. But the case had now been presented as something very different from that. The order of Stirling, J., giving leave to amend the defence might, therefore, stand, provided the money was paid into court; otherwise, it should be discharged.

LOPES, L.J., concurred. His lordship said they were not here considering an ordinary motion to pay money into court, such as were common enough in chancery. If it were that, there would be no sufficient admission. The case of *Cox* v. *Freeman* (26 W. R. 689, 8 Ch. D. 148) had gone as far as any case ought to go in the matter of what constituted an admission as sufficient. But this was a very different case from a mere application to pay money into court. His lordship thought that Stirling, J., ought only to have discharged the order of the 28th of March and allowed an amendment of the pleadings on the terms of paying the £2,000 into court. Costs to be costs in the action.

KAY, L.J., said his view had been already so exactly expressed in what had been said by the other Lords Justices that he only wished to add a very few words. Where a claim was made by a plaintiff, and was *bonâ fide* contested by the defendant, it had never been heard of that the defendant should be ordered to pay the money into court. Where there had been an admission on his part that he had money in his hands, and which is clearly money on which the plaintiff had a claim, there, for hundreds of years, the court had been in the habit of ordering payment of the money into court to await the ultimate decision. But the practice of the court had never gone further than that. It must not be a mere contest of affidavits, but there must be a distinct admission of the defendant, to entitle the plaintiff to have the money paid into court. That was clearly stated in the judgment of Jessel, M.R., in *Freeman* v. *Cox*; there he said: "The question is, whether there is sufficient admission on the part of the defendant. In *Boschetti* v. *Power* (8 Beav. 98) Lord Langdale observed: 'The court cannot on motion order money to be paid or stock transferred into court unless it has a distinct admission of the defendant that the money is in his hands, or that the stock is in his name.' The new orders have no reference to such a case. I will, therefore, make a precedent." If what his lordship had read meant that where an affidavit was made by the plaintiff, and not answered by the defendant, merely upon that evidence payment into court was to be ordered, all his lordship had to say was that he was not going to follow that precedent. Then the only other case of obtaining payment into court was under order 14, but under that order there must, besides other things, be a specially-indorsed writ, and his lordship did not suppose, if the judge thought there was great doubt whether the money was due, that he would order payment into court. In the present case, after an admission by the defendant, on which it was inevitable an order for payment into court should be made, he discovered that the admission was wrongly made. Then he went to the court, and asked not merely that the order for payment should be discharged, but also that he might have leave to amend his defence and withdraw his admission. Now, suppose he had not got that leave, where would he have been at the trial? Surely for such an indulgence as he asked for it was not too much to make him pay a price. It seemed to his lordship it was not enough to make him pay merely the costs, and he agreed that the order should be as the other Lords Justices had decided.—COUNSEL, *Buckley*, Q.C., and *F. H. Colt*; *Graham Hastings*, Q.C., and *P. S. Gregory*. SOLICITORS, *E. F. & H. Landon*; *W. Brewer*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Chancery Division.

Re **READ, GALLOWAY** *v.* **HARRIS**—Chitty, J., 30th June.

EXECUTORS—FUNERAL EXPENSES—EXTRAVAGANCE—VERBAL DIRECTIONS OF TESTATRIX.

A testatrix, whose estate was over £21,000, gave verbal directions to her executors to order a costly funeral. The executors accordingly gave the undertakers full discretion as to expenses, which in the end amounted to £133 10s. The executors paid this amount, but both the chief clerk and the judge in chambers declined to allow more than £85. On a summons to vary, all the beneficiaries opposed any further allowance. The evidence shewed that the testatrix had personally interviewed the undertakers' man and verbally told him she desired a grand funeral costing £150. The executors took no substantial interest under the will.

CHITTY, J., said that the executors had a discretion which they must exercise reasonably. Under the very peculiar circumstances of the case, and as they might have thought themselves morally bound to carry out the testatrix's directions, he would not leave them to pay the difference, but would allow the item.—COUNSEL, *R. F. Norton*; *Martelli*. SOLICITORS, *Hood, Barrs, & Co*; *Upton & Britton*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **PALK**, *Re* **DRAKE, CHAMBERLAIN** *v.* **DRAKE**—North, J., 28th June.

TRUSTEE—BREACH OF TRUST—LIABILITY OF ESTATE OF DECEASED TRUSTEE FOR BREACH OF TRUST COMMITTED AFTER HIS DEATH.

W. H. Palk by his will, dated the 12th of December, 1884, bequeathed the residue of his estate to his executor and trustee, T. E. Drake, upon the trusts therein mentioned. The testator died on the 28th of July, 1885, and the will was duly proved by T. E. Drake, who took over the trust estate. By his will, dated the 27th of September, 1886, T. E. Drake gave the residue of his estate equally between his three daughters, and appointed his daughter Harriet Drake as executrix. T. E. Drake died on the 9th of March, 1888, and his will was proved by Harriet Drake. At the time of T. E. Drake's death all the trust securities of W. H. Palk were standing in T. E. Drake's name. On the 17th of January, 1890, Harriet Drake executed a deed appointing the plaintiff and one Probyn (since deceased) to be trustees of Palk's will. Subsequently it appeared that Harriet Drake as executrix had allowed her brother, C. H. Drake, who was her solicitor (not knowing what she was doing), to misappropriate certain securities which had come into his hands. Some part of the money had been recovered from C. H. Drake, but a large balance remained unpaid. This action was brought against Harriet Drake and her two sisters. The plaintiffs claimed a declaration that the whole estate of T. E. Drake was liable to make good the loss, and that Harriet Drake was also personally liable, and that she might be ordered to make good the loss, and that the estates of Palk and T. E. Drake might be administered by the court. The defendants alleged that the whole of the funds subject to the trusts of Palk's will were properly invested at the time of the death of T. E. Drake, and they submitted that his estate was not liable to make good any loss which had arisen by reason of any act or default of Harriet Drake or C. H. Drake or otherwise since the death of T. E. Drake.

NORTH, J., held that the estate of the deceased trustee was not liable for trusts which he left in a proper state of investment at his death. Harriet Drake was, of course, liable to make good the whole loss. An order would be made declaring that Harriet Drake was personally liable, and that her beneficial interest under T. E. Drake's will was liable to make good the trust funds, but that the rest of T. E. Drake's estate was not liable.—COUNSEL, *Beaumont*; *Creed*. SOLICITORS, *Tatham & Procter*; *Gunsotte, Wadham, & Daw*.

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re **PORTER, COULSON** *v.* **CAPPER**—North, J., 5th July.

WILL—CONSTRUCTION—FORFEITURE—ATTEMPT TO ASSIGN.

Testator, W. Porter, who died in June, 1851, by his will devised and bequeathed all his real and personal property to trustees upon trust for his wife for life as therein mentioned, and further declared that in certain events (which happened) she should be entitled to an annuity of £80 only. And subject to the aforesaid limitations upon trust for his two sisters, H. Bentley and S. Bakewell (both since deceased), as therein mentioned, and after the decease of the survivor of them upon trust to pay and divide all the said premises between the children of his said two sisters, and all other his nephews and nieces equally as therein mentioned. And testator then declared that in case any of his nephews or nieces should, during the lives of his said sisters or the survivor of them, sell, mortgage, assign, charge, or otherwise dispose of (save by a last will, or codicil, or some writing in nature thereof which should be revocable) his or her expectant share in the said trust moneys or any portion thereof, or any beneficial estate or interest therein, or should attempt so to do, then in any such case he, she, or they so doing should forfeit and lose all benefit under his said will. Mrs. A. Sullivan, daughter of the said S. Bakewell, and niece of the testator, executed a post-nuptial settlement, dated March 15, 1879, during the life of one of the testator's sisters, made between her husband of the first part, herself of the second part, and trustees of the third part, in which she included her share in the real and personal estate of the said testator. It was proved that Mrs. Sullivan had no power under any law in force in South Australia at the date of the said settlement (in which colony Mrs. Sullivan was domiciled) to assign her reversionary interests under the testator's will, and that the above-mentioned settlement did not operate as an assignment of such interest. This was the further consideration of an action for the administration of the estate of the testator. It was contended for the trustees of the marriage settlement that the condition against alienation was void, this being a vested interest, and that the settlement, being inoperative, was not even an attempt to assign.

NORTH, J., said that he should have acceded to the argument that as Mrs. Sullivan could not assign her interest she by her settlement in effect did nothing, but for the words in the will "attempt so to do," to which he must give effect, and which he could not reject or strike out, the will clearly contemplating a difference between an attempt and an actual assignment, and that for this purpose there was no difference between a vested and a contingent remainder. His lordship therefore declared that the marriage settlement was an attempted assignment or disposition of her share under the testator's will, and that Mrs. Sullivan's share was therefore forfeited.—COUNSEL, *Borthwick*; *T. Rolls Warrington*; *Oswald*; *Parker*. SOLICITORS, *Anderson & Sons*; *Miller, Smith, & Bell*, for *Jervis*, Uttoxeter; *Wilkins, Blyth, & Co*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **DAVIES, DAVIES** *v.* **DAVIES**—North, J., 30th June.

INSURANCE SOCIETY—POLICY OF INSURANCE—DISPOSITION OR CHARGE—WILL—RESIDUARY BEQUEST.

This was a special case to determine whether certain moneys received under a policy of insurance taken out in the Clergy Mutual Insurance Society on March 9, 1847, by the testator, the Rev. E. Davies, on his own life constituted part of the residuary estate of the testator, or whether the plaintiffs, his three daughters, were alone entitled. Rule 20 of the society provided as follows: "In case there shall be any nomination duly registered in respect of the sum assured when due, or of any part thereof, such sum, so far as any such nomination shall extend, shall be paid to the nominees." "And in case there shall not be any nomination duly registered existing in respect of the sum assured when due, or so far as no such nomination shall extend, such sum shall be paid to the assigns (if any) of the assurer so far as the claims of such assigns shall extend in every case where such claims shall have arisen under any disposition or charge made by the assurer specifically affecting such sum or any part thereof, either by express reference thereto or by reference generally to sums due upon assurances, whether such disposition or charge shall have been made by deed, will, or codicil, or by any other instrument in writing." "And in case there shall not be any nomination duly registered, nor any such disposition or charge as aforesaid existing in respect of the sum assured when due, or so far as no such nomination and no such disposition or charge shall extend, such sum shall be paid to the widow of the assurer, the assurer being a male . . . or if he shall not leave a widow, then to the child or children of the assurer living at his death, if more than one, in equal shares, and if only one the whole to such one, and if there shall be no such child . . . then to the executors, administrators, or assigns of the assurer." By his will, dated October 4, 1889, testator, under certain powers contained in his marriage settlements, appointed all the funds subject thereto, and devised and bequeathed all his residuary real and personal estate upon trust as to one-fourth part for each of his three daughters, and as to the remaining one-fourth part, except so much thereof as shall form part of the property subject to the said marriage settlements, for the widow and children of his deceased son as therein mentioned, and as to the remaining unappointed fourth share of the property subject to the marriage settlements for the children of his deceased son as therein mentioned. The testator survived his wife and died in July, 1890, having never made any nomination, disposition, or charge affecting the said policy, unless the disposition of his residuary estate by his will as above set out was such a disposition. The plaintiffs were the only children of the testator who survived him and the executors of his will. The defendants were the widow and three children of testator's deceased son. A sum of £982 had been paid to the plaintiffs as representing the policy moneys.

NORTH, J.—There is no doubt this case is covered by authority. If the assured had left no widow or child, then the policy would have been his own, and would have belonged to his executors, and so far as he had not deprived himself of it would have belonged to his estate. But here it is clear he has made a legal contract that it should belong to his widow, or in default to his children, if he did not resort to modes of disposition to which he has not resorted. It is said the contract is not legal, that is, against public policy, as tending to defeat creditors; but it does not do so. He might have charged it with the payment of his debts in his lifetime, or by his will have given it to his executors or made a residuary bequest adding words referring to this policy, or made a general reference to sums due upon assurance; and even if it were void against the creditors, there are no creditors here, and it will stand as against persons claiming under the testator's will. His lordship then referred to the cases of *Phillips* v. *Cayley* (43 Ch. D. 222), *Ashby* v. *Costin* (21 Q. B. D. 401), and *Murray* v. *Flavell* (25 Ch. D. 89) in support of his view, and said that as on the construction of the will there was no reference to the policy or the money insured, the contract was effective to make the three children, the plaintiffs, entitled to the policy moneys.—COUNSEL, *Eve; Bardswell.* SOLICITORS, *Shaw, Tremellen, & Kirkman*, for *S. Ward*, Dudley; *Brown & Belfield.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Winding-up Cases.

Re **GREAT KRUGER GOLD MINING CO. (LIM.)**, *Ex parte* **F. S. BARNARD**—Vaughan Williams, J., 30th June.

EXAMINATION OF WITNESS—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. C. 63), S. 8—COMPANIES WINDING-UP RULES, 1890, RR. 71, 74-6—APPEAL BY WITNESS FROM ORDER.

This was a motion on behalf of F. S. Barnard that an order for his examination, made by North, J., under section 8 of the Companies (Winding-up) Act, 1890, on an *ex parte* application, might be discharged, on the ground that his order was not a valid order under the section. By section 8 (1), after a winding-up order, the official receiver shall submit a preliminary report to the court as to (*c*) "whether, in his opinion, further inquiry is desirable as to any matter relating to the promotion, formation, or failure of the company, . . ."; by section 8 (2) he "may also, if he thinks fit, make a further report, or further reports, stating the manner in which the company was formed, and whether, in his opinion, any fraud has been committed by any person in the promotion or formation of the company, or by any director or other officer of the company, in relation to the company since the formation thereof, and any other matters which, in his opinion, it is desirable to bring to the notice of the court"; and by section 8 (3) "the court may, after consideration of any such report, direct that any person who has taken any part in the promotion or formation of the company, or has been a director or officer of the company, shall attend before the court . . . and be publicly examined as to the promotion or formation of the company, or as to the conduct of the business of the company, or as to his conduct or dealings as director or officer of the company." The section further provides that the official receiver, the liquidator, creditors, contributories, and the court may examine, and on oath. The examinee is entitled "at his own cost" to be furnished with a "copy of the official receiver's report," and, "if he is, in the opinion of the court, exculpated from any charges made or suggested against him," the court may allow him costs at its discretion (section 8 (7)). It was contended on Barnard's behalf that, on the face of the order, he did not fall within any of the classes of persons who may be ordered to attend under section 8 (3), and that the proper steps, which were said to be conditions precedent to making the order, had not been taken. It was said in particular that the order ought not to have been made on the preliminary report, section 8 (3) referring back to section 8 (2), and that the report ought to shew that a person ordered to be examined is within the section, whereas Barnard's name did not so much as appear in either preliminary or further report. Section 115 of the Act of 1862, and the judgment of Bowen, L.J., in *Re North Australian Territory Co.* (38 W. R. 561, 45 Ch. D. 87), were referred to, and rules 70-76 of the Companies Winding-up Rules, 1890.

VAUGHAN WILLIAMS, J., observed that, whether the proper steps had been taken to get the order or not, such steps could be taken now. The questions raised were, however, of great general importance. What steps were to be taken before an order for examination was made, and who was entitled to object to such an order? In his opinion the applicant was not entitled so to do under the circumstances. His lordship said that there was a great difference between section 115 of the Act of 1862, and section 8 of the Act of 1890, the former had for its object the information of the court on matters as to which it had no information; the court might, therefore, issue a *subpœna* under section 115 on mere suspicion that information would be obtained, but no order should be made under section 8 without a *primâ facie* case being made out. But neither section gave any right to an order to anyone. The making of such an order was the act of the court, the examination was the examination of the court, and no one had a right to object to the court's exercise of its discretion as wrongful. His lordship did not mean that no one might object that there was no jurisdiction to exercise the discretion, or that to make the order would be oppressive under the circumstances. He referred to *Re Gold Co.* (27 W. R. 757, 12 Ch. D. 77), in which he doubted whether the judgments, as had been alleged, went too far on the question of the *locus standi* of a person asking the court to discharge a *subpœna* under section 115, and also to *Heiron's case* (15 Ch. D. 139, 29 W. R. Dig. 45) and *Re Imperial Continental Water Corporation* (33 Ch. D. 314, 35 W. R. Dig. 46). But no one had a right to come and say that on the balance of the facts stated in the official receiver's report the court should not have exercised its discretion as it did. The report need not state all the matters catalogued in section 8 (2), and, as it stood, stated matters so relevant to the matter in hand as to give the court jurisdiction to examine anyone it thought fit. His lordship did not accept the view that the report must be in the nature of an indictment of the examinee. The learned judge meant to lay down this rule, however, with regard to his exercise of the court's discretion—viz., that, if in the report nothing appeared to shew that the person to be examined had had anything to do with the promotion or formation of the company or other things mentioned in section 8, the order would not be made. He did not discharge this order, but would direct a further supplemental report to be made, and, until that was presented, the examination must be adjourned. His lordship subsequently stayed the examination for a week (Barnard undertaking to attend when required), to enable Barnard to appeal, without prejudice however to any application by the official receiver for a fresh order on his further report, but dismissed the application with costs.—COUNSEL, *Farwell*, Q.C., and *Grosvenor Woods; M. Muir Mackenzie.* SOLICITORS, *Michael Abrahams, Sons, & Co.; Slark & Metcalfe.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **KRASNAPOLSKY RESTAURANT AND WINTER GARDEN CO. (LIM.)**—Vaughan Williams, J., 2nd July.

DISCRETION OF COURT—RIGHT TO WINDING-UP ORDER EX DEBITO JUSTITIÆ—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. C. 63).

This was a creditors' petition for the compulsory winding up of this company. It was said on behalf of the company that there would be nothing left for unsecured creditors after payment of debenture-holders, and it was contended, on the authority of *Re Chapel House Colliery Co.* (31 W. R. 933, 24 Ch. D. 259), that the order ought not to be made, and this contention was supported by holders of second debentures of the company. *Re Olathe Silver Mining Co.* (33 W. R. 12, 27 Ch. D. 278) was also referred to.

VAUGHAN WILLIAMS, J., made a compulsory order. His lordship said that, apart from the Act of 1890, a creditor who proved the existence of the proper conditions precedent, was *primâ facie* entitled to his order. The rule had been laid down by such authorities as Lord Cranworth and Lord Selborne. *Re Chapel House Colliery Co.* only shewed that the rule was subject to an exception when parties opposing a creditors' petition satisfy the court that the petitioning creditors cannot get any possible benefit by an order, *à fortiori* when a majority of creditors oppose. The court was not satisfied that there were no assets here, and the opposition to the petition failed. Moreover, since the Act of 1890, if it was shewn that investigation was likely to help the petitioning creditor, that was enough. Investigation was itself an advantage to unsecured creditors, in whose interest, according to his lordship's view, the Act was passed. His lordship

gave the petitioning creditor his costs.—Counsel, *Rufus Isaacs; W. E. Vernon; W. F. Hamilton.* Solicitors, *E. S. Coulson; Ashurst, Morris, Crisp, & Co.; John Vernon, Son, & Co.*

[Reported by J. F. Waley, Barrister-at-Law.]

Re **NEW ORIENTAL BANK CORPORATION (LIM.)**—Vaughan Williams, J., 5th July.

Petition—Voluntary Winding up—Supervision or Winding-up Order—Advertisement—Wishes of Creditors—Companies (Winding-Up) Act, 1890 (53 & 54 Vict. c. 63).

Two petitions were presented for the winding up of this company, one by the company and the other by creditors. Subsequently resolutions were duly passed for a voluntary winding up, and a supervision order was now asked for on behalf of the company. It appeared that the company was incorporated in 1884, its objects being generally to carry on a banking business in London or in the East, such objects being more particularly defined by a special Act of Parliament passed in 1889. The nominal capital was £2,000,000, divided into £10 shares, but only 59,800 of the shares had been issued, on which, however, everything was paid up. The company's petition was supported by holders of 550 shares and by creditors for a large amount. It was said that all persons interested seemed desirous of a supervision order.

Vaughan Williams, J., said he was aware that it had been the practice of the Chancery Division, where the petitioners and the creditors and contributories desired a supervision order, to make such an order. But that practice was mainly founded on decisions pronounced prior to the Companies (Winding-up) Act, 1890. Since then, having regard to the fact that the object of the Legislature was that creditors and contributories should have a special protection under a compulsory winding-up order which they had not enjoyed before, the making of a supervision order was not now, under such circumstances, so much a matter of course as formerly. The petitions, as presented and advertised, asked for a compulsory order, and there might be many people who thought that, on such an order being asked for, it would be granted. As they did not know that at the hearing a mere supervision order would be asked for, his lordship thought the proper course was to adjourn the matter for a week. The protection of the Board of Trade was only present when a compulsory order had been made, and creditors and contributories should have an opportunity of coming forward if they desired such an order. The petitions must both stand over for a week, and in the meantime advertisements must be issued stating that at the hearing a supervision order would be asked for.

At the further hearing of the case only one creditor, a depositor in the bank, opposed a supervision order. He appeared in person, and asked that a compulsory order might be made, alleging mismanagement and other grounds, and attempting to support his case by statements which his lordship declined to hear without affidavits. His lordship made the usual supervision order on both petitions, pointing out that the applicant would not be prevented thereby from presenting a petition for a compulsory order.—Counsel, *Robinson*, Q.C., and *Ingle Joyce; Phipson Beale*, Q.C., and *Ashworth James; Vernon R. Smith; George Lawrence* and *Harman.* Solicitors, *Hollams, Son, Coward, & Hawksley; Day, Russell, & Co.; Badham & Williams; Sutton, Ommanney, & Rendall.*

[Reported by J. F. Waley, Barrister-at-Law.]

High Court—Queen's Bench Division.

CARLILL *v.* **THE CARBOLIC SMOKE BALL CO.**—4th July.

Contract—Promise to pay Money on the happening of an event subject to Conditions which are fulfilled—Consideration—Wagering Contract—Agreement Stamp—Insurance.

In November, 1891, the defendants published in a newspaper an advertisement by which they promised to pay £100 to any person who should catch the disease "influenza" after having purchased and used, according to certain instructions, their "carbolic smoke ball" three times daily for two weeks. The plaintiff, acting on the faith of the advertisement, purchased one of the smoke balls and used it three times daily for the prescribed period and according to the instructions. She afterwards caught the influenza, and, the defendants refusing to pay her the £100, brought this action claiming that sum. The defendants denied the existence of a contract between them and the plaintiff, and also pleaded that if a contract existed it was a wagering contract and therefore void, or that the advertisement was an offer to insure, and that no contract of insurance had been made conformably to the provisions of 14 Geo. 3, c. 48, s. 2.

Hawkins, J., in the course of a considered judgment, said: Four questions require consideration in determining this case. (1) Was there a contract of any kind between the parties to this action? (2) Was such contract (if any) wholly or partly in writing so as to require a stamp? (3) Was the contract a wagering contract? (4) Was it a contract of insurance affected by 14 Geo. 3, c. 48, s. 2? As regards the first question I am of opinion that the offer or proposal in the advertisement, coupled with the performance by the plaintiff of the conditions, created a contract on the part of the defendants to pay the £100 on the happening of the event mentioned in the proposal. If the vendor of an article, whether it be medicine, smoke, or anything else, with a view to increase its sale or use, thinks fit to promise to all who buy or use it that to those who shall not find it as surely efficacious as it is represented by him to be he will pay a substantial sum of money, he must not be surprised if occasionally he is held to his promise. I notice that in the present case the promise is of £100 "reward," but the substance of the offer is to pay the named sum as compensation for the failure of the article to produce the guaranteed effect after two weeks daily use as directed. Such daily use was sufficient legal consideration to support the promise. If authority were needed to confirm the view I have taken it is furnished by the case of *Williams* v. *Carwardine* (4 B. & Ad. 621). The question of the stamp depends upon the language of the Stamp Act, 1891, which requires "an agreement or any memorandum of an agreement under hand only, whether the same be only evidence of a contract, or obligatory upon the parties from its being a written instrument" to be duly stamped. Whether a written or printed document falls within this requirement depends upon its character at the time it was committed to writing or printed and issued. If at that time no concluded contract had been arrived at by the contracting parties, it certainly could not in any sense be treated as an agreement, nor could it be treated as a memorandum of an agreement, for there could be no memorandum of an agreement which had no existence. The mere fact that a document may assist in proving a contract does not render it chargeable with stamp duty. It is only so chargeable when the document amounts to an agreement of itself or to a memorandum of an agreement already made. A mere proposal or offer, until accepted, amounts to nothing. If accepted in writing, the offer and acceptance together amount to an agreement; but if accepted by parol, such acceptance does not convert the offer into an agreement, nor into a memorandum of an agreement, unless, indeed, after the acceptance, something is said or done by the parties to indicate that, in the future, it is to be so considered (see *Edgar* v. *Blick*, 1 Starkie, 464; *Chaplin* v. *Clarke*, 4 Ex. 403; *Hudspeth* v. *Yarnold*, 9 C. B. 625; and *Clay* v. *Crofts*, 20 L. J. Ex. 361). I think, for the reasons I have given, supported by authority, that the advertisement does not require to be stamped. Neither do I think that this was a contract by way of gaming or wagering within the meaning of 8 & 9 Vict. c. 109, which renders such contracts null and void, and therefore not enforceable by action. According to my view, a wagering contract is one by which two persons, professing to hold opposite views touching the issue of a future uncertain event, mutually agree that, dependent on the determination of that event, one shall win from the other, and that other shall pay or hand over to him, a sum of money or other stake, neither of the contracting parties having any other interest in that contract than the sum or stake he will so win or lose, there being no other real consideration for the making of such contract by either of the parties. It is essential to a wagering contract that each party may under it either win or lose, whether he will win or lose being dependent on, and therefore remaining uncertain until, the issue of the event is known. If either of the parties may win but cannot lose, or may lose but cannot win, it is not a wagering contract. It is also essential that there should be mutuality in the contract. For instance, if the evidence of the contract is such as to make the intentions of the parties material in the consideration of the question whether it is a wagering contract or not, and those intentions are at variance, those of one party being such as if agreed in by the other would make the contract a wagering one, whilst those of the other would prevent it from becoming so, this want of mutuality would destroy the wagering element of the contract, and would leave it enforceable by law as an ordinary one (see *Grizewood* v. *Blane*, 11 C. B. 526; *Thacker* v. *Hardy*, 4 Q. B. D. 685; *Blaxton* v. *Pye*, 2 Wils. 309). One other matter ought to be mentioned—namely, that in construing a contract with a view to determining whether it is a wagering one or not, the court will receive evidence in order to arrive at the substance of it, and will not confine its attention to the mere words in which it is expressed; for a wagering contract may be, and sometimes is, concealed under the guise of language which, on the face of it, if words only were to be considered, might constitute a legally enforceable contract. Such was the case in *Brogden* v. *Marriott* (3 Bing. N. C. 88). In the present case an essential element to a wagering contract is absent. The event on which the defendants promised to pay the £100 depended upon contracting the epidemic influenza after using the ball, but on the happening of that event the plaintiff alone could derive benefit. On the other hand, if that event did not happen, the defendants could gain nothing. I am clearly of opinion that this was not a wagering contract. With regard to the provision in 14 Geo. 3, c. 48, s. 2, for the insertion in policies of insurance of the names of the persons interested therein, it seems to me that the simple answer to the objection is, that the section relates only to a policy which is a written document, and cannot apply to a contract like the present. I do not find it necessary to discuss the question whether this contract amounts to one of insurance (see the definition of such a contract *per* Blackburn, J., in *Wilson* v. *Jones*, L. R. 2 Ex., at p. 150), my present opinion is that it does not amount to such a contract. It follows that the plaintiff is entitled to recover the £100. Judgment for the plaintiff, for £100 with costs.—Counsel, *Murphy*, Q.C., and *W. Graham; Asquith*, Q.C., and *Lochnis.* Solicitors, *Field, Roscoe, & Co.*

[Reported by T. R. C. Dill, Barrister-at-Law.]

Bankruptcy Cases.

Ex parte **CLARKE**, *Re* **BURR**—Q. B. Div., 29th June.

Bankruptcy—Proof—Secured Creditor—Omission to state Security—Surrender—Application to Withdraw—Proof made by Inadvertence—Bankruptcy Act, 1883, Schedule 2, Rule 10.

This was an application by the trustee in the bankruptcy for an order declaring him to be entitled to the proceeds of a certain policy of insurance effected on the life of the late Sir Richard Mansel with the Atlas Life Insurance Company for £4,000. The respondent to the motion was Mr.

Charles Norton, solicitor, of Swansea, who in 1885 agreed to sell to the bankrupt, Arthur Burr, the policy in question for £3,300. The purchase-money was not paid, and in 1890 an action was commenced by Mr. Norton against Burr for specific performance, which was tried on the 4th of August, 1891, with the result that the decree asked for was made, that on Mr. Norton executing an assignment of the policy the purchase-money should be paid, thus reserving to him his unpaid vendor's lien. On the 10th of August, 1891, a receiving order was made against Burr, and in September a proof was lodged by Mr. Norton against the estate for £3,300, being the amount of the purchase-money of the policy of insurance, but he did not state that he held any security. Rule 10 of the 1st Schedule to the Bankruptcy Act, 1883, provides that "for the purpose of voting, a secured creditor shall, unless he surrenders his security, state in his proof the particulars of his security, the date when it was given, and the value at which he assesses it, and shall be entitled to vote only in respect of the balance (if any) due to him after deducting the value of his security. If he votes in respect of his whole debt he shall be deemed to have surrendered his security unless the court on application is satisfied that the omission to value the security has arisen from inadvertence." Mr. Norton voted in respect of his proof on two occasions, in October and November, 1891, and the trustee now submitted that he had elected to give up his security, and that the court should declare that the trustee was entitled to the proceeds of the policy, Sir Richard Mansel having died on the 2nd of June last. On behalf of Mr. Norton it was contended that there was really no debt in existence when the proof was made; that Mr. Norton was not a secured creditor; and that in any event he should be permitted to withdraw his proof as having been made by inadvertence.

VAUGHAN WILLIAMS, J., said that the court would first deal with the matter before it on the basis of things as they stood at the time when the motion was made. In September, 1891, shortly after the making of the receiving order against the bankrupt, Mr. Norton swore this proof in which he gave no credit for any security held by him. The question arose, therefore, first, whether the policy of insurance, the subject-matter of the sale by Mr. Norton to Burr, was security within the meaning of the Bankruptcy Act, 1883, and the definition contained in section 168 of that Act. Assuming that there was a debt due, which for purposes of this part of the judgment the court did assume, it was of opinion that Mr. Norton was a secured creditor. The definition of a secured creditor in section 168 was "a person holding a mortgage, charge, or lien on the property of the debtor, or any part thereof, as a security for a debt due to him from the debtor." Assuming that there was a debt due from the debtor to Mr. Norton, and that that debt was properly described in the proof, the court could not doubt that Mr. Norton was a secured creditor within the section. The debt due to Mr. Norton was a debt which could only be due to him if he had parted with the property, and the moment Mr. Norton proved for that debt he could not be allowed to say that the property in the policy had not passed to Mr. Burr or his trustee. The policy must, for the purpose of the proof, be treated as part of the property of the debtor. But it was said that although that part of the definition might be complied with in so far that the policy must be treated as the property of the debtor, yet the definition was not complied with, because no debt was due from the debtor to Mr. Norton. The court was of opinion that, for the purpose of the proof, there was a debt due. It was true that the judgment in the action did not strictly create any such debt, and the court agreed that even after the judgment Mr. Norton was not in a position to sue for the price of the property unless and until he had executed an assignment to the purchaser. The purchaser was not bound under the judgment to pay except in exchange for the assignment. The judgment did not alter the contractual rights of the parties, but was for the purpose of carrying out their rights under the contract, and under the contract Mr. Norton could not have recovered the price unless he executed an assignment to the purchaser of the policy. But that was a right of the purchaser, and a right which the purchaser could waive if he chose. The purchaser could not have been made to pay the money until he got the assignment, but the court was of opinion that Mr. Burr or his trustee could, if they chose, acknowledge an immediate liability to pay the price. Mr. Norton came alleging a debt due for the price of the property. The trustee might have said that he rejected the proof and that there was no liability for the price of the property. But the trustee did not do so, and was content to acknowledge the liability for the price, and have it treated as an immediate debt. The trustee had a right to do that. Mr. Norton could not at the same time prove for the price and deny that the property had passed. But he had a lien as unpaid vendor on the property, and, that being so, if he meant to retain the benefit of the security, the proof ought to have said that he had as security the policy, the subject-matter of the sale. He would then have had to put an estimate on the security or surrender it, but he did neither, and the contention that Mr. Norton was not a secured creditor must fail. If there was nothing else in the case, therefore, Mr. Norton, having proved without valuing, would, under the present law, be bound to give up his security. But, at the last moment, Mr. Norton now said that he wished to withdraw his proof as having been made under a misapprehension. Mr. Norton must be deemed to have surrendered his security, unless he satisfied the court that his omission to do so arose from inadvertence. As a general principle, the court was of opinion that the meaning of the rule was that a debtor who had voted and omitted to value his security ought always to be allowed to withdraw his proof and to be relieved from being deemed to have surrendered his security, unless he had elected really to abandon his security—that was, unless he omitted to do that which he did omit deliberately and on purpose. If it was done accidentally, he ought, on such terms as the court might think fit to impose, be relieved from the loss of his security. The question was one of considerable difficulty in the present case; but, considering all the circumstances, and especially certain letters which had been produced, the court came to the conclusion that Mr. Norton did make the proof by inadvertence. Mr. Norton could, however, only be allowed to withdraw his proof on the terms that he should pay the whole of the trustee's costs on the motion, and also the costs of his own motion for leave to withdraw.—COUNSEL, *Herbert Reed*; *W. Willis*, Q.C., and *Carrington*. SOLICITORS, *W. Stopher*; *H. Fereday*.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Ex parte **HUGHES AND OTHERS**, *Re* **HOWES**—No. 1, 1st July.

BANKRUPTCY—BANKRUPTCY NOTICE—"IN ACCORDANCE WITH JUDGMENT"—ACTION BY TRUSTEES—NAMES OF TRUSTEES OMITTED FROM NOTICE—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (g).

This was an appeal from a decision of a divisional court (*ante*, p. 507) affirming an order of the registrar of the Stafford County Court, setting aside a bankruptcy notice. The debtor was one of the defendants in an action by the trustees of a charity for damages for breach of covenant to repair contained in a lease. The writ was issued on November 5, 1889, in the names of A., B., C., and D., as plaintiffs. On April 24, 1889, interlocutory judgment was signed for want of defence, and on August 11, 1889, final judgment was signed for £136 11s. 4d. The judgment was in the name of "A. and others," B., C., and D. not being specifically mentioned. On January 22, 1892, a bankruptcy notice was issued against the debtor in the name of "A. and others," without mentioning B., C., and D. by name, but adding the words "trustees of" the charity in question. The registrar of the Stafford County Court set aside the bankruptcy notice, and the Divisional Court upheld his decision.

THE COURT (Lord ESHER, M.R., and BOWEN and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the appeal must be dismissed because the bankruptcy notice did not follow the terms of the judgment, but had added to it the words "trustees of" the charity. Although these words might perhaps in law be regarded as surplusage, yet in truth they altered the character of the creditors so as to be liable to cause confusion to the debtor. The Act required the notice to be in the terms of the judgment, and this notice did not comply with that requirement.

BOWEN, L.J., said that the addition of the words "trustees of," &c, in the bankruptcy notice must either be taken cognizance of or not. If it was, then the notice varied from the judgment. If the additional words were rejected, then the notice was in the terms of the judgment; but could a notice to pay "A. and others" be a good notice? It contained no information as to who the "others" were. Such a notice might be most oppressive, as the bankruptcy law was of a penal character.

A. L. SMITH, L.J., concurred. Appeal dismissed.—COUNSEL, *Muir Mackenzie*; *Herbert Reed*. SOLICITORS, *Phipps & Watkins*, for *A. Phipps*, Northampton; *A. C. Doyle*, for *F. W. Thompson*, Stafford.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Ex parte **SCOTT**, *Re* **SCOTT**—Q. B. Div., 28th June.

BANKRUPTCY—SOLICITOR—POSSESSION TAKEN BY TRUSTEE OF BANKRUPT'S BOOKS AND PAPERS—PROPERTY HELD BY BANKRUPT IN TRUST—APPLICATION TO DELIVER UP.

This was an application by the bankrupt, who was a solicitor, for an order upon the trustee to deliver up certain books, papers, and documents which the bankrupt had had in his possession as trustee for other persons, and also certain papers and documents which had come into his possession in his profession as a solicitor, and over which he had no lien. On the bankruptcy taking place the books and documents now claimed were taken possession of by the trustee, together with the other articles in the bankrupt's office, and it was stated that the parties to whom they belonged were now applying to the bankrupt for them, and that he had also need of certain of the documents in his business since the bankruptcy. The claim was not really opposed by the trustee, but before handing the documents over he desired to have the order and sanction of the court. The trustee did not appear on the present application.

VAUGHAN WILLIAMS, J., said that the trustee was, of course, not bound to instruct counsel, but having taken up the position that he did not desire to give up these documents without the sanction of the court, his clear and obvious duty was to be present. The court would not make any order to sanction the trustee giving back to the bankrupt books kept by the bankrupt for the purposes of his business. It was said that the books and documents here were really the property of third parties. The court would therefore make an order, not, however, in the exact terms of the notice of motion, but containing this addition—that nothing in the order should extend to any book or document which was the property of the bankrupt or was kept by him for the purpose of his business.—COUNSEL, *Black*. SOLICITOR, *J. Scott*.

[Reported by C. F. MORRELL, Barrister-at-Law.]

The *Times* says that probate duty has been paid on £207,969 13s. 2d., as the net value of the personal estate of Mr. Edward Kent Karslake, Q.C., a bencher of Lincoln's-inn, who died on the 31st of May last, aged sixty-nine years.

Mr. Justice Vaughan Williams announced on the 2nd inst. that he would sit for winding-up business on Thursday and Friday last, and, if necessary, on Saturday also, but not again till July 23 (commission day at Liverpool Assizes). In the meantime urgent winding-up business would be taken by Lord Justice A. L. Smith.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

We continue (from page 612) our extracts from the report of the council for the present year:—

Corporation Bills.—At the opening of the present session of Parliament three Bills were introduced for the improvement of towns—viz.: Bournemouth improvement, Middlesborough Corporation, Blackpool Improvement. Each of these Bills contained a clause which in effect empowered the corporation to entrust the conduct of their legal business to the town clerk, or any authorized officer of the corporation. The council, as they had previously done, addressed a communication to the Secretary of State for the Home Department, pointing out the strong objections entertained by the profession to such a power being conferred. They admitted that, in certain public Acts of Parliament, provisions of a similar character had been sanctioned by the Legislature, but they pointed out that such provisions were regarded with the utmost disfavour, and they deprecated the extension of the power to Acts of Parliament of a local character. The Secretary of State, in acknowledging this communication, was good enough to say that the views of the society would be represented to the committee to which these Bills would be referred. As there seemed to be no disposition on the part of the promoters of these Bills to give way, the council, in the interests of the profession, thought it right to oppose the Bills, and they accordingly presented petitions against the clauses in question. The Secretary of State has been good enough to forward to the society the report made by him upon two of the Bills, in which the communications addressed to him by Mr. Cunliffe, president in 1891, are set forth. The Secretary of State reports that, in his opinion, the clauses should not be allowed unless the promoters can shew that the existing law has given rise to serious difficulty or inconvenience. The council are glad to be able to state that the objectionable clause has been withdrawn in the case of the Bournemouth Bill. In the case of the Middlesborough Bill, the promoters having declined to withdraw the clause, counsel were instructed to appear for the society in opposition to it, and after discussion the clause was modified so as to confine the power sought to be taken simply to applications to a court of summary jurisdiction, in cases arising under the Municipal Corporations Acts, or any special Act of the corporation, or any general Act adopted by them. This got rid of that objectionable feature of the clause which would have conferred a power on the town clerk and his officers to act generally in legal business for the corporation. The promoters of the Bill disclaimed any idea of acting in the manner objected to; but it was pointed out that, however that may be, the council could not accept such an assurance, and saw no necessity for so wide and objectionable a power being conferred by Act of Parliament. The council were subsequently approached by the promoters of the Bill with a view to get the power enlarged so as to extend it to applications under other Acts that may be applicable to the corporation; but the council, feeling that the powers which the promoters had already obtained were too wide, strenuously objected to any extension being granted, and, consequently, the attempt was not proceeded with. A similar clause to that agreed to with the promoters of the Middlesborough Bill has been inserted in the Blackpool Bill, and the petition against the original clause has therefore been withdrawn.

Post Office Act Amendment Act, 1891.—This Bill, when introduced into the House of Commons last year, contained a clause which empowered the Postmaster-General to appoint any person, whether qualified or not, to transact legal business on behalf of the Post Office. The council communicated with the Right Hon. H. H. Fowler, M.P., and Sir Albert Rollit, M.P., on the subject, and, owing to representations made by them to the Postmaster-General, the objectionable clause was omitted.

Sale of Goods Bill, 1892.—This Bill is practically the same as the Bills reported on by the council in the years 1890 and 1891, with amendments which have been made to meet various suggestions. Assuming the codification of the law relating to the sale of goods to be desirable, the provisions of the Bill have, no doubt, been carefully settled in accordance with the law, and the council did not think it would be useful to offer any criticisms upon the language used, which, as a whole, seemed to be accurate and exact. There was, however, one point to which the council called attention, having reference to sub-section 2 of section 25, which is designed to alter the law as declared by the House of Lords in *Bentley* v. *Vilmont* (L. R. 12 App. Cas. 471). Inasmuch as, apart from that decision, the owner of the goods obtained by fraud would have at law the right to recover such goods, except as against a purchaser for value, it was considered that it would be well, in order to obviate the possibility that the sub-section referred to might be supposed to have affected the common law right also, to provide that the enactment mentioned should not affect any right which such person may otherwise possess to recover such goods. This suggestion has been adopted by Lord Herschell, who has charge of the Bill. In March last the council took into consideration a letter from the Faculty of Procurators, Glasgow, suggesting that this society should co-operate with them in endeavouring to procure the assimilation, as far as possible, of the laws of the United Kingdom with reference to the sale of goods. The council replied that they would be happy to co-operate with them in the object indicated.

Bills of Sale Bill, 1892.—In their report upon this Bill the council pointed out that the present law on bills of sale may now be said to be more or less accurately defined, but that this result has only been achieved by innumerable decisions involving enormous expense, and that it should, therefore, be borne in mind that any alteration of the Acts which this mass of litigation has interpreted would probably result, first, in a fresh series of decisions to interpret the Acts as altered, and, secondly, in an increased rate of interest charged against a borrower as a security against the possibility of an adverse decision in a court of law. The principal amendments embodied in the Bill appear to be: (1) Making a bill of sale complying with the provisions of the 1892 Bill essential to the validity of every disposition of goods unaccompanied by a transfer of possession. (2) Bringing unregistered debentures, &c., of companies into the category of dispositions requiring to be evidenced by a bill of sale. (3) (apparently) Rendering the *transaction* void in case of non-renewal of registration. (4) Limiting the stereotyped form of bill of sale to sums under £500. (5) Rendering a bill of sale as security for money void, even as against the grantor, as to goods not specifically described in the schedule to the bill of sale, and perhaps also rendering such a bill of sale void in respect of after-acquired goods. (6) Making a bill of sale as security for money, which succeeds in escaping the clutches of the Bankruptcy Acts, only a good security for principal and interest at a rate not exceeding five per cent. as against the trustee in bankruptcy. The council urged that the advantages of amendment should be very great to counterbalance the disadvantages of a fresh course of litigation which would inevitably follow the passing of any such Bill as the 1892 Bill. The existing law on bills of sale is now, as has been already observed, fairly well defined; it has practically crystallized. The chief objections to the existing law as expounded by judicial decision appear to be, not that it avoids instruments instead of transactions, but that (1) by multiplication of technicalities it involves an expense in most cases entirely disproportionate to the object in view, which, while rendering the security doubtful, raises the rate of interest to the borrower. (2) It excludes after-acquired goods from a bill of sale as security for money. (3) It has no application to purchase-and-hire agreements. (4) It does not apply to debentures, &c., although not registered under the various Company and other Acts. Of these objections, by far the weightiest is the first. The present Bill does not touch this objection, neither has it any useful bearing on the second. It might be held to apply to the third, and the fourth only does it really remove. It is submitted, therefore, that the Bill as drawn confers no advantages which can in any way compare with the disadvantage of the endless vists of litigation involved by making a section aiming at *transactions* govern an act which must, for the protection of borrowers, specify *contracts*. The council made suggestions for amendments, and they have forwarded their report to the Lord Chancellor and the law officers of the Crown, who have promised to give the matter careful consideration.

Conveyancing Act, 1881, *Amendment Bill*.—The council again considered this Bill, and came to the conclusion that they (as a body) would not either support or oppose it. The Bill has since been passed in a greatly modified form.

Small Agricultural Holdings Bill.—During the progress of the Bill in the House of Commons a new clause was proposed in committee at the last moment, requiring the county council, on the sale of a small holding to a purchaser under the Act, to apply for his registration as the proprietor thereof under the Land Transfer Act, 1875, and authorizing rules to be made to adapt that Act to the registration of small holdings, with such modifications as might appear to be required, and to provide, on the application and *at the expense of the county council*, by the appointment of local agents or otherwise, for carrying into effect the objects of the clause. This proposal appeared to the council to be most objectionable, as involving the principle of compulsory registration under the Land Transfer Act of 1875, and as an extension of the practice of delegating legislative powers to a rule-making authority. It appeared to the council also that, inasmuch as the county council must necessarily keep a register of small holdings for the purpose of seeing that the conditions of the Act are complied with, it would be an unnecessary expenditure of time and money to establish another register side by side with it, and further that district registries would have to be established with the necessary offices and staff, there being none at present. The clause also embodied a proposal, that upon the application for registration the purchaser should, *without further inquiry*, be registered a proprietor with an absolute title, thereby relieving the office of Land Registry of all responsibility for the title, although the county council would have to make good any loss that may occur through a mistake in the register. Inasmuch as the register necessarily to be kept by the county council might readily be made at a very trifling cost to serve also the purpose of a register of title and ownership of small holdings, the council have been unable to see the necessity for the introduction of the land transfer system, unless intended to further the general introduction of that system. The council addressed a communication on the subject to the provincial law societies, and made a strong representation to the Government of the objections entertained to the proposal. A deputation from the council also waited upon the President of the Board of Agriculture, and urged him to adopt this system of registration by the county council. The President of the Board of Trade and the Attorney-General received the deputation and discussed the matter with them, and the Government has since introduced into the Bill a provision that the register of the county council shall be evidence of the owner's title. The Attorney-General explained that it was not intended to establish district branches of the Land Registry Office, but that the county council would, on transfers of ownership, satisfy themselves of the new owner's title and enter him as owner on the register, and furnish copies of these entries from time to time to the Land Registry Office in London. The rules to carry out this scheme are not yet prepared. The council will carefully examine them in draft at the earliest opportunity. The objectionable clause is, however, still retained in the Bill.

Agricultural Holdings Bill.—This Bill, to consolidate and amend the laws relating to agricultural holdings in England and Wales, although introduced by private members, with no probability of becoming law in the present session of Parliament, contains proposals for the amendment of the law which had been much discussed in agricultural circles, and which are likely at no distant date to be the subject of legislation, many of which

appear to be of doubtful expediency. The council therefore thought it desirable to consider the Bill carefully, and adopted a report recording in detail their observations and suggestions upon it, which report has been communicated to the Board of Agriculture and the law officers of the Crown.

Trusts Bill, 1892.—This Bill, which was last year called the Trustee Bill, has been again introduced into the House of Lords by the Lord Chancellor. The object of the Bill of last session, which was passed by the House of Lords after revision by the committee to which it had been referred, was to consolidate such of the enactments relating to trustees as were capable of being conveniently grouped in a general Act; and no alterations of law were proposed to be made thereby except such as were necessarily incidental to the process of consolidation. The present Bill, however, as appears from the memorandum which accompanies it, "supplements the Bill of last session by embodying in it the leading rules of equity with respect to the duties, powers, rights, and liabilities of trustees, and thus providing a code of rules which, without professing to be an exhaustive statement of the law, is complete and intelligible in itself." After carefully considering the Bill, the council, while not regarding any part of it with favour, felt it their duty to express their strong disapproval of those portions of it which are avowedly supplementary to the Bill of last session. They were of opinion that it is not expedient in the interests of the public to crystallize in the shape of a statutory enactment the leading rules of equity—rules which, though well known to the legal profession, and in practice almost invariably observed by the courts, have not hitherto been regarded as being absolutely inflexible; and holding this opinion very strongly, they expressed their regret that the promoter of the Bill had thought fit to enlarge its scope in the direction indicated instead of confining its object to the consolidation, with such amendments as may be expedient, of the existing statute law relating to trustees. Even if the Bill, however, had been thus limited in its object, the council would still have regarded it with considerable misgiving, as many of the enactments which the Bill proposes to repeal or affect have been the subject of litigation, which has settled their true construction and meaning; and the council feared that if the Bill became law—a Bill which, while virtually re-enacting the provisions of those statutes, reproduces them in language which in many instances differs considerably from that of the statutes themselves—it would lead to doubts as to its meaning and true construction, which could only be allayed by fresh litigation. The council having thus recorded their protest against the general character of the Bill, reported upon its contents in detail, clause by clause, pointing out such defects as appeared to them to exist in it, and suggesting such amendments as they thought might with advantage be made in it. The council reiterated their opinion against legislation by rules as being objectionable and inconvenient. It should be mentioned that many of the suggestions for amendment made by the council in their report upon the Bill of last session have been adopted.

Public Trustee Bill.—In June, 1891, the council determined to take into consideration the whole question of the appointment of a public trustee, and on their instructions a draft Bill was drawn, but on consideration it was sent back to the draftsman for amendment. In January last the provincial law societies were informed that the council had reason to believe that the Government intended to introduce early in the session a Public Trustee Bill, and that they (the council) had been asked to prepare a Bill which would be as little objectionable to solicitors as possible, and that they had given instructions for the preparation of such a Bill. The council asked each society to send a representative on the 3rd of February to assist in the consideration of this important matter. A meeting was accordingly held on the date mentioned, and the further consideration of the subject was adjourned to the 19th of February, when a resolution was passed to the effect that it would not be desirable to place in the hands of the Government any Bill for the establishment of a public trustee, however limited or guarded, because it would necessarily lead to the inference that the profession were favourable to the establishment of a public trustee. The council have reprinted a valuable article by Mr. H. W. Challis on this subject which appeared in the SOLICITORS' JOURNAL, and have sent copies to the provincial law societies.

Lunacy Rules.—The council considered the draft rules which were forwarded for their consideration by the Lord Chancellor. They pointed out that the rules were to a great extent a repetition of those already in force, with such additions as have been rendered necessary by the statutory provision that the masters may have power to make orders in certain cases. They called attention to rule 107, which provides that the committee of a person shall periodically render account of his receipts and payments to the board of visitors. They urged that no reason existed for such an account in the numerous cases where the same person is the committee of the estate and of the person. In such cases the committee would already be bound to render the account to the masters, and there seemed to be no occasion for a duplicate account to be rendered to the visitors, who have no power to give any discharge for or approval of the accounts. At the same time, it would seem only right that in certain cases the committee of a person should be directed to render an account, but this should be rendered to the masters, who have power to deal with it in a satisfactory manner, and not to the visitors, who have no such power, and who may with the greatest facility obtain any information as to the accounts of the estate in each case from the masters. Any regulation by which the department of the visitors should be kept more distinct than it is at present from that of the masters is to be deprecated, and the Lunacy Office should be treated as a whole, and unofficial communication between the two departments should be encouraged. The rule in question would, therefore, tend in the wrong direction. The council considered that a provision as to costs which appeared in the original draft should be restored in the following form, viz.: "Solicitors shall, in matters in which the income of a person to whom any application under the Lunacy Acts, 1890 and 1891, relates exceeds £300 per annum, be allowed the fees according to the 'higher scale,' and in all other cases the fees according to the 'lower scale,' appointed by the Rules of the Supreme Court as to costs for the time being in force, so far as the same are applicable to such matters." It is with great regret that the council observe that this suggestion has not been adopted.

(To be continued.)

LAW ASSOCIATION.

At a meeting of the directors held at the Hall of the Incorporated Law Society on Thursday, the 7th inst., the following being present—viz., Messrs. H. E. Nisbet (chairman), S. J. Daw, Sidney Smith, A. Toovey, E. W. Williamson, and Arthur Carpenter (secretary), a grant of £30 was made to the daughter of a late member, and grants amounting to £40 distributed amongst four non-members, and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination, held on the 16th of June, 1892:—

Alloway, Frederick Douglas
Andrews, Alexander Webb
Arrowsmith, Robert Henry, B.A.
Atkinson, Thomas Lovel, B.A., LL.B.
Aylwin, Charles Herbert Bernard
Bainbridge, Florance Anthony
Bairstow, John, B.A.
Barber, Harry
Barnes, Francis
Bedford, James
Bell, Septimus Shepherd
Bigg, Charles Sale, B.A.
Bird, Arthur Lister
Bradbury, Charles Alfred
Breton, William Harvey
Bridge, Richard Henry
Broad, Herbert Allen
Bromet, William Ernest, B.A.
Buckley, Percy Falcon, B.A.
Burch, Thomas William
Carr, Edward Chace
Carter, Edmund Sardinson Dashwood
Cato, Thomas Butler, B.A.
Chadwick, William
Chambers, Edward Arthur, B.A.
Child, Charles John Mead
Clark, George Frederick
Clarke, Charles Noel, B.A.
Claye, Kenneth William
Clayhills, James Menzies
Clayton, Charles Stephen
Clough, Gerard Duncombe
Cole, Frank
Colegrave, Hubert
Coleman, Edward
Colt, Henry Shapland, B.A.
Cowper, James Johnstone
Creech, William Harry
Crossley, Richard William Sutcliffe
Crowder, Charles Fairfax, B.A.
Daley, William Conway
Davies, John Daniel
Davies, William Arthur
Dayrell, Elphinstone
Doyle, Arthur John
Eddowes, George Rose
Edwards, John James
Eland, George
Ellison, Henry Blomfield, B.A.
Ennion, Sidney John
Fairburn, Arthur Millward
Ferrier, John Albert Henry
Flick, Sydney Richard
Florian, Albert Felix
Foakes, Ernest Lovell Lindsay
Fordati, George Basil
Francomb, John Stanley
Garstang, Arthur Harold
Green, Ernest
Grierson, George Maitland
Griffiths, Rowland Edward
Grimwade, Harold William Francis
Hall, Thomas Edward
Hatch, Frederick George
Hawley, Ernest
Hayward, Frederick Richard William
Heelis, William
Heller, Ethelbert Ernest
Hepburn, Patrick Henry
Hilbery, Harry Stanley
Hill, Herbert Woodroffe
Hillman, Hubert James
Hodson, Albert Edgar
Holley, Edward
Hunton, Wensley Barclay
Ibberson, William
Ingle, Frank Seaton
Janson, Halsey
Johnson, John Arthur
Jones, Edwin Harold
Jones, Frederick George
Jones, John
Jones, John Frederick
Jones, Milburn Blome
Kilby, Harry Cecil
Leader, Sydney
Leggatt, William
Leonard, Louis Farquhar
Lester, Herbert Graham
Lightfoot, John Prideaux Weston
Longden, Gerald Henry
Lord, John
Lupton, Robert Octavius
Mackrell, Joseph Henry
Macpherson, Alan, B.A.
Middlemiss, William Septimus
Millons, George Hogg
Morris, William
Morton, James Cuthbert
Nee, Michael Edward
Nelson, William George Fraser
Neve, Frank Lethbridge
Oppenheimer, Albert Martin
Overend, Erasmus
Owen, Owen William, B.A.
Paterson, George Charles
Penketh, John Edward
Pheasant, Ernest William
Platt, Edward
Prichard, John Richard
Pomeroy, Leonard
Porter, Arthur
Procter, Robert
Radcliffe, George Herbert, B.A.
Radford, Charles Fry
Redfern, Tom
Reed, William
Richardson, Frederick William
Ridehalgh, George, B.A.
Ritson, Vernon Ashley
Roberts, Charles William
Roberts, Thomas Charles
Robinson, Percy James Hall
Roper, John, B.A.
Saffeel, Charles Walby

Sampson, Frank
Saunders, John Gower
Scott, Roderick Mackenzie
Sharman, Frederick
Shuttleworth, Edwin
Slack, William Jeremy
Slaughter, Edward Joseph
Smith, Adrian Arthur
Smith, George Herbert, B.A.
Smith, John Herbert, B.A.
Sterry, Percival
Steward, Russell Godfrey
Stewart, John Fairbairn
Stokes, Arthur John Lawley
Sutton, Frank Lindsay
Sutton, George Frederick, B.A.
Talbot, Arthur Bass
Tebbs, Henry Nelson
Terrell, James
Thomas, Frank Morgan
Thompson, Fred
Tilley, John Herbert
Turnbull, Sydney Peverill, B.A.
Turner, James Vincent
Walford, Hugh Selwyn, B.A.
Walker, Edward Talfourd
Waterlow, William Alfred
Watson, Ludwig Henry Cradock
Welch, Arthur
Wheeler, Thomas William Ogle, B.A.
Whetham, Austen
White, Douglas, B.A.
Wilkins, Bernard Robert
Wilson, Bertie
Wilson, Herbert
Winder, Sidney Blanc
Winterbotham, Edward Ernest
Young, Arthur Taylor

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 14th and 15th of June, 1892:—

Adams, Hugh Worthington
Adamson, Reginald Callaway
Allan, Walter Beattie
Allen, Frederick George
Allen, Frederick Joseph
Allinson, Arthur Hutton
Aspden, Albert Grice
Aston, Frederic Marriner, B.A.
Baird, Robert George, B.A.
Baker, Herbert
Barker, Alfred Albert
Barker, Charles Arthur
Bartlett, Arthur Wilson
Beaumont, William Hastings
Beavis, George Rowland
Bew, James Albert Morris
Blackall, John Ofspring, B.A.
Blagden, George Rupert
Blagg, Walter Edward
Blakemore, Arthur Villiers, B.A.
Blanford, Ernest
Bockett, Robert Arnold
Bonnor, George Ricketts
Boorne, Herbert Huntley
Bootiman, Albert Victor
Bramley, Edward, M.A.
Brown, Frederic Hills
Brown, James Clement
Bull, Theodore Charles Joseph
Carter, Robert
Chamberlain, James Thomas
Chapman, Arthur
Churchill, Joseph Ernest
Clark, Henry Arthur, B.A.
Clarke, Arthur Blasdale
Clayton, Francis Hare
Cleaver, Robert Clifton
Clutterbuck, Henry Baldwin
Cobb, Cecil Henry, B.A.
Cobbold, Christian Chevallier
Coles, William Henry Somerset
Collins, Algernon Lionel
Cooper, Francis John, B.A.
Cooper, Sidney Pryor
Coulthard, Frank
Cox, Lewis Latham, B.A.
Crompton, Reginald
Crouch, Henry Newton
Cure, Charles Laurence Capel
Curtis, Frederick James, B.A.
Curtis, William Henry
Curtler, William Henry Rickett
Dammann, John Frederick Karl, B.A.
Davie, Edward Cruger Ferguson
Doddridge, Charles Raymond
Edmonds, David John
Edmonds, John
Edwards, Richard Glyn
Eldridge, Arthur George
Elliott, Philbrick Frank Colechin
Everington, William Arnold
Evers, Frank Percival
Eyre, John William
Farish, Arthur Farish
Ffinden, George Constantine Frederick Alexander Sketchley, M.A.
Foyster, William Herbert
Fuller, Alfred Bell
Garlick, Percy Kent
Garner, William
Gibson, Charles, B.A.
Gill, Charles Thomas
Gold, Philip, B.A.
Gould, Frederick Hardy
Greenwood, Robert Morrell, B.A., LL.B.
Grimwade, Charles Archer
Groves, Sidney
Guilford, Reginald Herbert
Gwyther, Leslie Howard
Habershon, George Reuben
Halliwell, Robert Smalley
Hannay, Frederick Ernest
Harding, Reginald Tuffley
Harry, Leslie Warlow, M.A.
Haslewood, Herbert Dering
Hatton, Leonard Ernest
Haward, Arnold John
Hawes, Robert Porson, B.A.
Haworth, Charles Joseph
Hay, Frederick Edward Drummond
Houseman, Henry de Lancey
How, John Gibbon
Hull, Arthur Percival
Humble, George
Hutchings, John Alfred
Isbell, Charles Edwin
Jackson, Harry
Jackson, Nicholas Goddard
Jarvis, John Sidney
Kimber, Walter Dixon
Lake, Lionel Charles
Laurie, Walter David, B.A.
Lawson, Andrew Miller
Lawson, Francis
Lees, Joseph Herbert
Leigh, Frank
Leman, George Curtis, B.A.
Lewis, John Thomas
Lewis, Walter Stanley
Lloyd, David Francis, B.A.
Lovegrove, Lewis Saunt
Lowe, Walter
Mackenzie, Grenville Reid Shaw
Mackenzie, Reginald Duncan
Mander, Charles Henry Waterland, B.A., LL.B.
Marriott, Charles Cockburn
Marsh, Ernest John, B.A.
Marsh, Norman Nevile, B.A., LL.B.
Marshall, Hugo Theodore
Mills, John
Milward, John Henry
Mitchell, Percy Robert
Molony, James Rowland Hamilton, B.A.
Moore, Neville Gregory
Morgan, Lloyd Spear, B.A.
Morley, James, LL.B.
Mott, Robert Henry Lightfoot
Mounsey, Kenneth William
Nelson, Edmund
Neville, Edmund Hastings
Noël, Percy
Orchard, Edgar John
Page, Charles Everitt
Parr, William Scott
Pearce, Ernest Johnson
Phillips, Henry George
Pinkett, Frederick Philipse
Plumbridge, Thomas
Pogson, Frank Lycett
Pott, James
Prescott, Ernest, B.A.
Prosser, George
Pullon, Charles Edward
Pugh, John Jones
Rabnett, Walter James
Reed, Henry
Richards, James Howard
Richardson, John
Robbins, Charles Samuel
Rome, Francis James
Rotton, John Richard Charles
Russell, Frederic
St. Lawrence, Vincent
Sale, Reginald William, B.A.
Sampson, Edward
Savill, Harry, B.A.
Scott, George
Scott, Henry Dixon
Seldon, William Britton
Seligman, Oscar William, B.A.
Shackell, Charles Henry
Simpson, Francis Walter
Sinden, Frederick Arthur
Skelton, Peter John
Slaughter, Edward Mihill, B.A.
Smith, Frank Eden
Smith, George Garner
Speakman, John Richard
Stern, Frederick Augustus Simpson
Stilgoe, Wilfred Hamilton
Stringer, Harold Walker, B.A.
Sykes, Godfrey
Taunton, Sidney Charles, B.A.
Taylor, James Hubert
Taylor, Montague Wakefield
Thompson, Alfred Lynn
Tozer, Henry Edgar
Trevanion, Charles Graham
Triemer, Henry Theodore
Tullock, Angus Alexander Gregorie, B.A.
Turner, Frederick
Twemlow, Edward George
Van der Gucht, Harold
Waldy, John Bradshaw de Garmundesway, B.A.
Walford, Thomas Henry
Wallace, Frank
Walton, Charles Henry
Warren, Bertram Reginald, B.A.
Watson, George Peregrine Hugh
Watts, William Anderton
Weld, Joseph Edward
Wethered, Vernon, B.A.
Wheatcroft, William Henry
White, Herbert Meadows Frith, B.A.
White, James Kemp, B.A.
Wilkes, Henry Edwin
Willan, Simon Hunter
Willett, Arthur James
Williams, Ernest Reed
Williams, John Pentis, B.A.
Williams, William Griffith, B.A.
Winch, George Bluett, B.A.
Withers, Ernest
Wolfenden, Robert
Wood, James Fawcett
Woodhouse, Vivian Mackay
Woollacott, Frank
Worthington, Frank, B.A.
Wright, James, B.A.
Yeo, Richard Forster, B.A.
Yglesias, Herbert Ramon, B.A.
Young, Arthur Webster
Young, William, M.A.

NEW ORDERS, &c.

RETAINERS OF COUNSEL.

RULES FOR REGULATING THE PRACTICE AS TO RETAINERS OF COUNSEL, *prepared by the Bar Committee.*

Approved by the Attorney-General, 3rd June, 1892.
Approved by the Council of the Incorporated Law Society, 26th June, 1892.

GENERAL RETAINERS.

1.—General Retainers are either ordinary or limited.

2.—An ordinary general Retainer applies to the Supreme Court and House of Lords.

3.—A limited general Retainer applies to the Tribunal or Tribunals or Court or Courts to which it is expressed to be limited.

4.—A separate general Retainer must be given for the Privy Council.

5.—A separate general Retainer must be given for Parliamentary Committees.

6.—If the Counsel who has accepted a general Retainer from one party should be offered a special Retainer or brief by another party, the general Retainer entitles the party who has given it to reasonable notice before the offered special Retainer or brief is accepted.

7.—Subject to these Rules a general Retainer lasts for the joint lives of the client and Counsel, unless the same be forfeited.

8.—In case a special Retainer or brief is offered to Counsel by a party other than the party from whom he has accepted a general Retainer, the Counsel, after giving notice to the party from whom he has accepted the general Retainer of the offer of the special Retainer or brief, is at liberty to accept the special Retainer or brief of the other party, unless a special Retainer or brief be given within a reasonable time by the party from whom he has accepted the general Retainer.

9.—Where a general Retainer has been given, and a brief is not delivered to the retained Counsel in any action or other proceeding in which the party giving the general Retainer is concerned, and to which it applies, or a special Retainer or brief is not given within a reasonable time after a notice has been given by the Counsel holding a general Retainer, that a special Retainer or brief has been offered to him by another party, the general Retainer is forfeited; provided that the holding of a general Retainer does not entitle a Queen's Counsel to the delivery of a brief on occasions when it is usual to instruct a Junior Counsel only.

10.—Where a general Retainer has been given for one person, and he is party to a proceeding with others and appears separately, the Retainer applies to that proceeding; but if he appears jointly with others, the Retainer does not apply, and remains unaffected.

SPECIAL RETAINERS.

11.—A special Retainer cannot be given until after the commencement of an action, appeal, or other proceeding.

12.—A special Retainer in an action or proceeding in the Supreme Court gives the client a right to the services of the Counsel while the action or proceeding remains in or under the control of that court.

13.—A special Retainer in an action or proceeding other than an action or proceeding in the Supreme Court gives the client a right to the services of the Counsel during the whole progress of such action or proceeding.

14.—A Counsel who has been specially retained is entitled to the delivery of a brief on every occasion to which the special Retainer applies; provided always:

A special Retainer does not entitle a Queen's Counsel to the delivery of a brief on occasions when it is usual to instruct Junior Counsel only.

Where more than one Junior Counsel has been retained, only one of such Junior Counsel is entitled to the delivery of a brief on occasions when it is usual to instruct one Junior Counsel alone.

CIRCUIT RETAINERS.

15.—A special Retainer must be given for a particular Assize.

16.—If the venue be changed for another place on the same Circuit, a fresh Retainer is not required.

17.—If the action be not tried at the Assize for which the Retainer is given, the Retainer must be renewed for every subsequent Assize until the action is disposed of, unless a brief has been delivered.

18.—A Retainer may be given for a future Assize, without a Retainer for an intervening Assize, unless notice of Trial shall have been given for such intervening Assize.

APPEALS.

19.—When a Counsel has held a brief for any party in an action or proceeding, but has not received a general or special Retainer, he shall not accept a general Retainer or special Retainer or a brief on Appeal (including in that expression appeals to the House of Lords and to the Privy Council) for any other party, without giving the original client the opportunity of retaining or delivering a brief to him.

OPINIONS AND PLEADINGS.

20.—Counsel who has drawn Pleadings or advised, or accepted a brief, during the progress of an action on behalf of any party shall not accept a Retainer or brief from any other party without giving the party for whom he has drawn Pleadings or advised, or on whose behalf he has accepted a brief, the opportunity of retaining or delivering a brief to him, but such Counsel is entitled to a brief at the trial, and on any interlocutory application where Counsel is engaged, unless express notice to the contrary shall have been given to him with the instructions to draw such Pleadings or advise, or at the time of the delivery of such brief. Provided always, such Counsel shall not be entitled to a brief in any case where he is unable or unwilling to accept the same without receiving a special fee.

21.—No Counsel can be required to accept a Retainer or brief or to advise or draw Pleadings in any case where he has previously advised another party on or in connection with the case, and he ought not to do so in any case in which he would be embarrassed in the discharge of his duty by reason of confidence reposed in him by the other party, or in which his acceptance of a Retainer or brief or instructions to draw Pleadings or advise would be inconsistent with the obligation of any Retainer held by him, and in any such case it is the duty of the Counsel to refuse to accept such Retainer or brief, or to advise or to draw Pleadings, and in case he has received such Retainer or brief inadvertently, to return the same.

PROMOTION OF COUNSEL.

22.—The Retainer of a Counsel does not cease upon his being promoted to a higher rank at the Bar.

AMOUNT OF FEES.

23.—The Fees for *general* Retainers are as follows:

In Parliament (Committees) . . .	Ten Guineas.
In all other cases	Five Guineas.

24.—The Fees for *special* Retainers are as follows:

In Parliament (Committees) . . .	Five Guineas.
In the House of Lords and Privy Council	Two Guineas.
In all other cases	One Guinea.

THE MAYOR'S COURT OF LONDON, RULES, 1892.

(*Continued from page* 614.)

ORDER VIII.

Costs.

1. O. LXV., r. 1.] Subject to the provisions of section 11 of the Mayor's Court of London Procedure Act, 1857, and section 117 of the County Courts Act, 1888, the costs of and incident to all proceedings in the Court, including the administration of estates and trusts, shall be in the discretion of the Court or Judge: Provided that nothing herein contained shall deprive an executor, administrator, trustee, or mortgagee who has not unreasonably instituted or carried on or resisted any proceedings, of any right to costs out of a particular estate or fund to which he would be entitled according to the rules hitherto acted upon in the Chancery Division of Her Majesty's High Court of Justice: Provided also that, where any action, cause, matter, or issue is tried with a jury, the costs shall follow the event, unless the Judge by whom such action, cause, matter, or issue is tried, or the Court, shall, for good cause, otherwise order.

2. O. LXV., r. 2.] When issues in fact and law are raised upon a claim or counter-claim, the costs of the several issues respectively, both in law and fact, shall, unless otherwise ordered, follow the event.

3. If a defendant succeeds in establishing his plea to the jurisdiction of the Court, the Court or Judge shall have power to make an order allowing him his costs, notwithstanding that the Court has no power to hear the action on its merits.

ORDER IX.

Judgment Summons.

1. Any judgment-debtor may be summoned after a request in the Form No. 1 in Appendix B has been lodged by the judgment-creditor in the office of the Court. The judgment-summons shall be in the Form No. 2 in Appendix B.

2. The judgment-summons shall, whenever it is practicable, be served personally on the judgment-debtor, but if it appear to the Court that reasonable efforts have been made to effect personal service, and either that there are reasonable grounds for believing that the summons has come to the knowledge of the debtor, or that he wilfully evades service, an order may be made as if personal service had been effected upon such terms as the court shall think fit.

3. If the judgment-debtor do not appear either personally or by his representative on the day and at the time appointed for the hearing of the judgment-summons, the service thereof must be proved orally or by affidavit: Provided that an affidavit will only be admitted if the debtor has been personally served.

4. The means of the judgment-debtor may be proved orally or by affidavit. If at the hearing, or any adjourned hearing, of the judgment-summons it shall appear to the Court that a *viva voce* examination of the judgment-debtor, or of any other person or persons, or the production of any book or document, is expedient or necessary, the Court may make an order commanding the attendance of such person or persons or the production of such book or document. The disobedience to any such order shall be deemed a contempt of court, and shall be punishable by attachment.

5. The judgment, record, or order in respect of which the debtor is summoned shall be produced in court at the hearing of every judgment-summons.

6. Any witness may be summoned to prove the means of the judgment-debtor or for the production of any book or document by a witness-summons in the Form No. 9 in Appendix B. Such summons shall be served three clear days before the hearing of the case.

7. The hearing of any judgment-summons may be adjourned from time to time if the Court shall think fit to a day and time to be named. If the judgment-debtor shall appear on the day on which the summons is adjourned, no notice of such adjournment need be given to him, but if the judgment-debtor shall not appear on such day, then notice of such adjournment shall be sent to him by post, or in such other manner as the Court may direct.

8. The costs of and incidental to every judgment-summons and of any writ of *fi. fa.* issued on the judgment shall be in the discretion of the Court, but, unless otherwise ordered, the judgment creditor shall be entitled to his costs according to the prescribed scale.

9. The order for the payment of the judgment debt and costs shall be in the Form No. 4 in Appendix B. But such order need only be drawn up and served in cases where the judgment-debtor has failed to appear personally or by his representative at the time the order was made. In cases where service of such order is necessary, a copy thereof sent by post to the judgment-debtor, or in such other manner as the court may direct, shall be deemed sufficient service of such order.

10. Notice of the order for the committal of the judgment-debtor must be given to him unless he has appeared personally or by his representative on the day on which such order of committal was made. Such notice shall be in the Form No. 5 in Appendix B, and may be served personally on, or sent by post to, the judgment-debtor.

11. The warrant of committal shall be in the Form No. 7 in Appendix B. No warrant of committal will be issued from the office of the Court unless an affidavit be filed to the effect set out in the Form No. 6 in Appendix B.

12. A warrant of committal will not be issued from the office of the Court after the expiration of six months from the date of the order of committal, except by leave of the Court, but such leave may be obtained on an *ex parte* application to the Court.

13. If the judgment-creditor, or any person on his behalf, receive any part of the debt, instalment, or costs in respect of which the order of committal has been made after the warrant of committal has issued from the office of the Court, such warrant will not be executed by the Serjeant at Mace except by leave of the court, which leave may be obtained on an *ex parte* application to the court.

14. A warrant of committal shall become void and of no effect if a writ of *fi. fa.* be issued, or any garnishee order be obtained in respect of the same judgment-debt.

15. Upon payment of the amount of the debt and costs specified as payable in the warrant of committal, together with the fees of the court, the judgment-debtor shall be entitled to his discharge.

16. The Governor of the Debtor's prison of the City of London may receive the amount of the debt and costs specified as payable in the warrant of committal, together with the fees of the Court, and may thereupon, or upon the certificate of the Serjeant at Mace that the same have been satisfied, discharge the judgment-debtor.

17. Where a judgment-debtor shall at the hearing of a judgment-summons satisfy the Court that a receiving order has been made for the protection of his estate, or that he has been adjudicated bankrupt and that the debt was provable in the bankruptcy, or that in respect of the debt resolutions have been duly registered under Sections 125 and 126 of the Bankruptcy Act, 1869, or that an order has been made for the administration of his estate under Section 122 of the Bankruptcy Act, 1883, no order of committal shall be made.

18. Where a judgment-debtor shall, after the making of an order of committal against him, file in Court an affidavit according to the Form No. 8 in Appendix B, stating that a receiving order has been made for the protection of his estate, or that he has been adjudicated a bankrupt and that the debt was provable in the bankruptcy, or that in respect of the judgment-debt resolutions have been duly registered under Sections 125 and 126 of the Bankruptcy Act, 1869, or that an order for the administration of his estate has been made under Section 122 of the Bankruptcy Act, 1883, annexing to such affidavit in such last-mentioned case a certificate of the Registrar of the Court in which such last-mentioned order shall have been so made, and shall forthwith upon such affidavit being so filed, give notice to the judgment creditor of the filing thereof, such order of committal shall not issue, but if issued and not executed it shall be recalled.

19. Where a judgment-debtor is arrested he may file in Court an affidavit as mentioned in the last preceding rule, and thereupon the judgment-debtor shall be discharged out of custody upon the certificate of the registrar, who shall forthwith give notice to the judgment-creditor of such discharge.

ORDER X.

Miscellaneous.

1. The following Fee shall be chargeable by the Court:— s. d.
On sealing a notice for service under Order II., Rule 1 . . 2 6

2. Schedule B to the Mayor's Court Rules (Fees and Costs), 1890, shall be amended as follows:—

(i.) Item numbered 32 therein shall, in actions where £50 or more is claimed, be in the discretion of the Registrar, not exceeding £10.

(ii.) Item numbered 43 therein shall, in actions where £50 or more is claimed, be at the rate of 1s. 4d. *per folio*, including engrossing.

(iii.) In item numbered 104 therein, in lieu of the words "at the trial or hearing by the Judge," read the words "by the Registrar."

3. On all applications or summonses at Chambers under any of these Orders and Rules, a Registrar shall have all the powers and authorities which a Master of the Supreme Court has in like proceedings in the High Court, subject to appeal to a Judge.

4. The words "The Court," "Judge," and "Registrar" shall have the meanings respectively assigned to them in section 54 of The Mayor's Court of London Procedure Act, 1857. The word "defence" shall be deemed to mean and comprise "plea."

5. Except so far as these Orders, Rules, and Forms are inconsistent therewith, the practice and procedure now in use in the Court shall continue to be used and in force.

6. These Rules may be cited as "The Mayor's Court Rules, 1892"; they shall come into operation on the fifteenth day of June, 1892, and shall also apply, so far as may be practicable, to all proceedings taken on or after that day in all actions, causes, and matters then pending in the said Court.

[The Appendices contain Forms.]

Signed by me this 27th day of May, 1892. CHARLES HALL.

Approved. HALSBURY, C.
COLERIDGE, C.J.
ESHER, M.R.
NATHL. LINDLEY, L.J.
E. E. KAY, L.J.
C. E. POLLOCK, B.
A. L. SMITH, J.

LEGAL NEWS.

OBITUARY.

Mr. FRANCIS WEBB, barrister-at-law, died on the 21st of June at his residence, 60, Warwick-gardens, Kensington, W. He was the second son of Mr. Richard Webb, of Melchal Park, Wilts, and was born on the 4th of January, 1822. He was educated at King's College, London, and became a student at the Middle Temple on the 23rd of April, 1844, and was called to the bar on the 7th of May, 1847. He was admitted a barrister of Lincoln's-inn *ad eundem* on the 24th of April, 1849. He married on the 20th of February, 1845, Matilda Jane, third daughter of Christopher Ingram, of Amesbury, Wilts.

Mr. DOUGLAS BROWN, Q.C., F.S.A., M.A. Trin. Coll. Camb., died on the 29th of June at Arncliff Hall, Northallerton. He was the seventh son of the late Mr. Jonathan Brown, merchant, of Jamaica, and was born on the 9th of April, 1820. He was educated at Edinburgh Academy and Trinity College, Cambridge, and became student at Lincoln's-inn on the 4th of November, 1843, and was called to the bar on the 6th of May, 1847. He was appointed Queen's Counsel on the 23rd of June, 1869, and a bencher of his inn on the 2nd of November in the same year. He was Recorder of King's Lynn from 1869 to 1885. He was a justice of the peace and deputy lieutenan for the North Riding of Yorkshire.

APPOINTMENTS.

Mr. ALEXANDER SILK CROWTHER DOYLE, solicitor, 1, New-inn, Strand, has been appointed a Commissioner for Oaths. Mr. Doyle was admitted in May, 1876.

Mr. GEORGE ROBERT JACKSON, solicitor, 35, Essex-street, Strand, has been appointed a Commissioner for Oaths. Mr. Jackson was admitted in Easter, 1862.

Mr. EDWARD FLETCHER, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Fletcher was admitted in April, 1886.

Mr. RICHARD ASHTON FLETCHER, solicitor, Southport, has been appointed a Commissioner for Oaths. Mr. Fletcher was admitted in July, 1887.

Mr. JAMES YATE JOHNSON, solicitor, 47, Lincoln's-inn-fields, has been appointed a Commissioner for Oaths. Mr. Johnson was admitted in December, 1883.

Mr. EDGAR STUART BRUCE-PAYNE, solicitor, of Deal, has been appointed a Commissioner for Oaths. Mr. E. S. Bruce-Payne was admitted in May, 1886.

Mr. IVOR HARRIES, solicitor, Newport, Mon., has been appointed a Commissioner for Oaths. Mr. Harries was admitted in February, 1886.

Mr. JAMES CHARLES WHITEHORNE, Q.C., has been elected a Bencher of the Honourable Society of Lincoln's-inn, in succession to the late Mr. C. G. Prideaux, Q.C.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JAMES GORDON WALLS, ROBERT JOHN ABBOTT, and PHILIP MARTIN, solicitors (Walls, Abbott, & Martin), 11, Queen Victoria-street, London. June 24. [*Gazette*, July 1.

THOMAS GOLD EDWARDS and RODERIC LLOYD WILLIAMS, solicitors (Gold Edwards & Co.), Denbigh. June 14.

GEORGE LAYTON, DOUGLAS QUINTIN STEEL, and PAUL SPRINGMANN, solicitors and notaries public (Layton, Steel, & Springmann), Liverpool. June 30. So far as the said Douglas Quintin Steel is concerned. [*Gazette*, July 5.

GENERAL.

A systematic course of study for two years has, says the *Times*, been arranged by the Council of Legal Education for the subjects of examination, as follows:—Candidates for the pass examination will be examined at their option in any three of the following subjects, in addition to Roman law: Elements of the law of real and personal property; elements of the law of contracts and torts; principles of equity, trusts, and easements; procedure and evidence; and constitutional law and legal history. Such candidates will also be examined in one of the following groups of subjects, A, B, C, such group to be selected by the candidate:—A, purchases and leases, mortgages, and settlements and wills; B, negotiable instruments, agency in mercantile contracts, and contracts of sale of goods; C, administration of assets on death, specific performance, partnership and winding up of companies. Candidates for honours will be examined in all the above subjects. Up to January, 1894, both for pass and honour examinations the above subjects will be examined upon so far only as treated in the lectures and classes since January, 1892, and after January, 1894, so far only as treated in the lectures and classes during the two years preceding each examination.

At the Mansion House Police Court on Wednesday, says the *Times*, Horace Rees was summoned before Mr. Alderman Faudel Phillips at the instance of the Incorporated Law Society for pretending to act as a solicitor. Mr. C. O. Humphreys appeared in support of the complaint, and Mr. Sorrell for the defence. It appeared that a Mr. Maffanides was formerly tenant of Mr. Crole Rees, the defendant's father, who eighteen months ago recovered against him judgment for £19 1s. in respect of rent and costs which remained unpaid. On the 7th of April Mr. Maffanides received a letter signed "C. Heurtel," from an address in Laurence Pountney-lane, stating that he was instructed by Mr. Crole Rees to apply for payment of the amount, failing which, or the remittance of a fair proportion of the sum, the promptest legal action to enforce immediate payment would be taken. It was ascertained, and indeed admitted, that the letter had been written by the defendant at his father's request, the latter carrying on his business in the name of Heurtel. The matter was put before the Incorporated Law Society, who brought these proceedings. Mr. Sorrell said the defendant had no intention whatever of pretending to act as a solicitor. Mr. Alderman Faudel Phillips fined the defendant £5 and £2 2s. costs. The fine and costs were paid.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ROBERTSON.—July 3, at 28, Broad-street, Peterhead, the wife of Robert Robertson, solicitor, of a son.

WALKER.—July 4, at Cleveland Lodge, Beulah-hill, Norwood, the wife of R. S. S. Walker, solicitor, of a daughter.

MARRIAGE.

GRIER—RAIKES.—July 4, at St. James the Less, Plymouth, Alexander Monro Grier, of Osgoode Hall, Toronto, barrister-at-law, to Mary Christiana Beatrice, widow of the late James Campbell Raikes, Esq., and daughter of the late John Douglas, Esq., H.E.I.C.S.

DEATHS.

HALL.—July 2, at Parkstone, Dorsetshire, Alfred William Hall, solicitor, of 2, Gresham-buildings, Basinghall-street, E.C., and Hithergreen, Lewisham.

MYBURGH.—July 4, at 31, Queen's-gate-gardens, Philip Albert Myburgh, Q.C., Bencher, Inner Temple, aged 61.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 11	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday....12	Ward	Clowes	Godfrey
Wednesday 13	Pemberton	Jackson	Leach
Thursday 14	Ward	Clowes	Godfrey
Friday 15	Pemberton	Jackson	Leach
Saturday 16	Ward	Clowes	Godfrey
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, July 11	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday....12	Rolt	Lavie	Pugh
Wednesday 13	Farmer	Carrington	Beal
Thursday 14	Rolt	Lavie	Pugh
Friday 15	Farmer	Carrington	Beal
Saturday 16	Rolt	Lavie	Pugh

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BENTFIELD COTTON SPINNING CO, LIMITED—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to James Dawson, 125, Union st, Oldham. Rowbotham, Oldham, solor for liquidator

LLANBERIS GAS LIGHT AND COKE CO, LIMITED—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Algeo, Menai Bridge. Rees, Carnarvon, solor for liquidators

TYNE DRYSALTERY AND PACKING CO, LIMITED—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to T. D. Challoner, 33, Mosley st, Newcastle upon Tyne. Gee & Dunn, Newcastle upon Tyne, solors for liquidator

VAUGHAN-SHERRIN ELECTRICAL ENGINEERING CO, LIMITED—Creditors are required, on or before July 29, to send their names and addresses, and the particulars of their debts or claims, to S. Hedges, 15, George st, Mansion House

WEST AFRICAN BANK, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to George Fraser, Langthorn House, Copthall avenue. Peacock & Goddard, South sq, Gray's inn, solors

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LANSDOWNE COTTON SPINNING CO, LIMITED—Petn for winding up, presented June 17, directed to be heard at the Assize Courts, Strangeways, Manchester, on July 11. Tweedale & Co, Oldham, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 9

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY OF DREDGERS, Phœnix Inn, Abbey st, Faversham, Kent. June 29

KENTISH PROVIDENT MANUFACTURING SOCIETY, LIMITED, 3, Victoria Town, Deal, Kent. June 28

ROYAL ANTEDILUVIAN ORDER OF BUFFALOES BENEVOLENT FUND FRIENDLY SOCIETY, City Arms, West sq, St George's rd, S.E. June 27

London Gazette.—TUESDAY, July 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

THREE TOWNS BANKING CO, LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their claims or demands, to Frederick William Dawe, Wilts and Dorset Bank chmbrs, Plymouth, liquidator

HUCKNALL UNDER HUTHWAITE GAS LIGHT AND COKE CO, LIMITED—Creditors are required, on or before Aug 6, to send their names and addresses, and the particulars of their debts or claims, to Edward Sampson, Blackwell, near Alfreton, Derbyshire. Hibbert, solor for liquidator

WEST CUMBERLAND IRON AND STEEL CO, LIMITED—By an order made by Vaughan Williams, J., dated June 25, it was ordered that the voluntary winding up of the company be continued. Helder & Co, Verulam bldgs, Gray's inn, agents for Brockbank & Co, Whitehaven, solors for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SAMUEL SHAW & CO, LIMITED—Creditors are required, on or before Aug 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Finney, Central bldgs, North John st, Liverpool. Thursday, Aug 11, at 11, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETY DISSOLVED.

SANCTUARY NORTHUMBERLAND, Ancient Order of Shepherds Friendly Society, King's Head Hotel, Twickenham, Middlesex. June 29

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 21.

ARDEN, GEORGE FREDERICK, Manchester, Oil Merchant. July 19. Arden v Arden, Registrar, Manchester. Chorlton, Manchester

LAND, ROBERT, Attleborough, Norfolk, Gent. July 18. Land v Ellis, Kekewich, J. Emerson, Norwich

SCOTT, JOHN, Hartlepool, Durham. July 9. Pearson v Thompson, Registrar, Durham. Edger, Hartlepool

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 24.

ANDREWS, ROBERT, Rivington, nr Chorley, Esq Aug 6 Darbishire & Co, Manchester

BATES, THOMAS, Birmingham, out of business July 22 Pearson, Birmingham

BRIDGES, EDWARD, Stowmarket, Innkeeper July 22 Hayward & Sons, Stowmarket

BUCKLE, MARY ELEANOR, Cheltenham July 21 Ticehurst & Sons, Cheltenham

BURR, ALFRED, Halesowen, Worcs, Gent Aug 10 Saunders & Co, Birmingham

CHADBURN, WRIGHT, Sheffield, Manufacturer of Knife Sharpeners Aug 31 Rodgers & Co, Sheffield

CHADWICK, JOHN, Southport, Silk Manufacturer July 20 Taylor & Co, Manchester

CLARK, JOHN BOON, Crampton st, Walworth, Compositor July 25 David Capern, 130 Grosvenor pk, Camberwell

COOK, JOSEPH, Crosshills, Kildwick, Yorks Aug 18 Welford, Lymm, Cheshire

CRAGG, SUSANNAH, Chorlton on Medlock, Manchester July 4 Newton, Stockport

DICKES, WILLIAM, Loughborough pk, Brixton July 28 Watson & Co, Bouverie st, Fleet st

DOUGLAS, CATHERINE, Cressington pk, nr Liverpool July 20 Toulmin & Co, Liverpool

DUSSEK, ALEXANDER LOUIS, Lewisham High rd, New Cross, Gent Aug 10 Gover & Son, Adelaide pl, London bridge

FISHER, JAMES, Commercial rd, Old Kent rd, Gent Aug 1 Clapham & Fitch, Devonshire sq, Bishopsgate

FREDERICKSON, JOHN FREDERICK, Amherst, Virginia, U S A, Gent July 0 Marsland & Co, Leadenhall st

HARVEY, WILLIAM, Derby, Chemist August 20 J & W H Sale, Derby

HIBBERT, JULIA, Hill st, Berkeley sq August 2 Bircham & Co, Parliament st

HICKS, FREDERICK JAMES, Clanricarde gdns, Hyde Park, retired Major-General in Madras Army August 1 Peacock & Goddard, South sq, Gray's inn

HOOKER, WILLIAM, Marden, Kent, Clerk in Holy Orders July 20 Alleyne & Co, Tonbridge

HUGHES, WILLIAM, Middlesborough, retired Innkeeper August 5 Sill, Middlesborough

KEY, THOMAS, Wadebridge, Cornwall, Gent July 22 Ellis, Wadebridge

LAWS, SARAH, Great Yarmouth July 10 Reed & Wayman, Downham Market

LEEDER, THOMAS, Great Bardfield, Essex, Farmer August 6 Ollard, Wisbech

MAINWARING, JOHN, Combe, co Hereford, retired Farmer Aug 1 Temple & Philpin, Kington

MASON, THOMAS HENRY, and GEORGE THOMAS MASON, Lichfield rd, Bow, Gents July 26 Summerhays, Eastcheap bldgs

MITCHELL, ALBIN, Albert rd, West Kilburn, Gent July 30 Hortin, Edgware rd

PARKINSON, NICHOLAS, Seacombe, Chester, Master Mariner July 23 Barrell & Co, Liverpool

PERCEVAL, ALEXANDER GLENTWORTH PAUL CLIFTON, Cannes, France, Capt in 2nd Life Guards July 16 Stretton & Co, Cornhill

PLANK, MARY, Devizes, Wilts July 21 Norris & Hancock, Devizes

PRESTON, GEORGE, Vestry rd, Camberwell Sept 2 Keeble, Gresham st

RAINFORD, ARTHUR, Calcutta, India, and Edenbridge, Kent, Civil Engineer Aug 10 Armstrong & Lamb, Moorgate st

RODWELL, BENJAMIN BRIDGES HUNTER Aug 8 Thorowgood & Co, Copthall court

SCOTT, JOHN DAVID, Brighton, Colonel Aug 1 Hores & Pattisson, Lincoln's inn fields

SHEPPARD, THOMAS, Lawrie pk gardens, Sydenham, Gent Aug 8 Badham & Williams, Salter's Hall ct, Cannon st

SILVA, CHARLES HENRY, Elms rd, Clapham Common, Gent July 25 Haines, Serjeant's inn, Fleet st

STOKES, THOMAS, Edgbaston, Birmingham July 18 Baker, Birmingham

WINNERAH, JOHN, Myre Ground Corney, Cumberland, ex-Relieving Officer July 1 Dickinson, Broughton in Furness

WILLIAMS, EDMUND, Marshfield, Mon, Farmer July 16 Cory & White, Cardiff

WOOD, BET, Eaton Bray, Beds Aug 1 Tanqueray, Woburn

YATES, ANNE, Barton upon Irwell, Lancs June 11 Haworth, Manchester

London Gazette.—TUESDAY, June 28.

ASPREY, CHARLES, Caterham Valley, Surrey, Esq Aug 1 Birt & Follett, Townhall chmbrs, Southwark

BECKLEY, WILLIAM, Barclay st, St Pancras July 26 Rodgers & Clarkson, Walbrook

BRASSINGTON, THOMAS BERNARD, Mortimer rd, Hackney, Licensed Victualler July 30 Adams & Hugonin, Long acre

BURTON, THOMAS, Loddington, Leics, Grazier July 23 Wright & Co, Leicester

BUTCHER, LUCY, Stamford grove East, Upper Clapton Aug 10 Vanderpump & Son, Gray's inn sq

CARTWRIGHT, GEORGE, Handsworth, Staffs, Gent Aug 1 Mitchell & Willmot, Birmingham

CLEGG, MARY, Sheffield, Table Knife Cutlery Manufacturer July 30 Vickers & Co, Sheffield

COOPER, GEORGE, Freshfield, Lancs, Barrister at Law Aug 13 Edleston & Sons, Preston

CROWDY, HENRIETTA MARTHA, Reading Aug 4 Crowdy, Arundel st, Strand

CULLUM, FREDERICK WILLIAM, Kettleburgh, Suffolk, Miller Aug 24 Lawton & Co, Eye

DOUGLAS, GORDON SHIPLEY MANNERS, Brighton, Major in Royal Marine Artillery Aug 1 Nicholson & Patterson, Parliament st

EMINSON, ROBERTS, Long Bennington, Lincs, Gent Aug 12 Hodgkinson, Newark-on-Trent

EVERLEY, JANE, School rd, Hounslow Aug 6 Brougham, High st, Hounslow

FORSTER, HARRIET ANNE, Sharrow, Sheffield Aug 13 W. Smith & Sons, Sheffield

GADBAN, PAUL, Old Broad st, Merchant, formerly Consul-General of Ottoman Empire Aug 31 Austin & Austin, Union ct, Old Broad st

GIBBS, HENRY WINNALL, Brockton Leasow, nr Newport, Salop, Farm Bailiff July 15 Sprott & Son, Shrewsbury

HOOPER, WILLIAM, Milton st, Mantle Manufacturer July 30 Mason & Co, Gresham st

HOPKIN, JAMES EDWARD, Cardiff Aug 17 Morris & Son, Cardiff

HOWARD, DANIEL, Tunbridge Wells, Esq. July 25 Harries & Co, Coleman st

HUGHES, RICHARD, Carmarthen, Gent July 31 Walters, Carmarthen

KIMPTON, JAMES, Ware, Herts, retired Farmer Aug 10 Spence & Co, Hertford

KIRBY, JOHN, Boston Spa, Yorks, Gent Aug 1 Bulmer & Lawson, Leeds

MANN, ALFRED, Chesterton, co Warwick, Farmer Aug 1 Heath & Blenkinsop, Warwick

MARTIN, SAMUEL JOHN, Welbeck st July 15 Fell & Armstrong, Queen Victoria st

MCCABE, EDWARD MADDOCK, Romilly st, Kensington, retired Licensed Victualler Aug 2 Hore & Co, Liverpool

MEYER, FREDERICK, Northfield, nr Birmingham, Esq July 31 Guscotte & Co, Essex st, Strand

PARAMOUR, MARY, Manor rd, Stoke Newington July 30 Houghton & Son, New Broad st

PEARSON, MARY, Levenshulme, Lancs Aug 1 Wild & Wild, Ramsbottom

PODBURY, JOHN HENRY, Withycombe, Raleigh, Devon, Innkeeper July 4 Gidley & Caunter, Exeter

ROSS, ANDREW, Liverpool Aug 1 Forshaw & Hawkins, Liverpool

SLATER, MARY, Ditchling, Sussex July 18 Coole, Horsham

THUNDER, GEORGE HERBERT ADAIR, Queen's gate, South Kensington, retired Lieutenant in Royal Navy Sept 10 Tweed, Devereux bldgs, Temple

WALTON, JAMES, Cambleforth, Yorks July 30 Dickens, Bradford

WHARRIE, THOMAS CARLILL, Melling, nr Liverpool, Gent August 12 Morecroft & Son, Liverpool

WILLIAMS, WILLIAM, Bristol, Innkeeper Aug 9 Clifton & Co, Bristol

YOUNG, JOHN, Burlington rd, Westbourne pk, Gent July 23 Upton & Co, Austinfriars

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 1.

RECEIVING ORDERS.

ADDISON, R, Old Broad st High Court Pet May 16 Ord June 21

AINSWORTH, ERNEST HENRY, Liverpool, Cycle Factor Liverpool Pet June 29 Ord June 29

ARMSTRONG, W J, late Leadenhall st, Manager of a Restaurant High Court Pet May 19 Ord June 27

ASHTON, HENRY, Chorley, Marine Store Dealer Bolton Pet June 1 Ord June 27

ATKINS, WILLIAM HENRY, jun, Nightingale rd, Clapton, Assistant to a Horse Dealer High Court Pet June 27 Ord June 27

BEALE, Col BERNARD GEORGE GRIFFIN, Brighton Brighton Pet May 28 Ord June 29

BENNETT, GEORGE HENRY, Sparkbrook, nr Birmingham, Builder Birmingham Pet June 2 Ord June 27

BIRD, F ERNEST, Budge row, Cannon st, Solicitor High Court Pet Mar 1 Ord June 28

BLACKMAN, J, Catford, Kent, Builder Greenwich Pet Dec 21 Ord June 28

BROWN, JOHN THOMAS, Rotherham, Licensed Victualler Sheffield Pet June 27 Ord June 27

CARD, EDWARD WALTON, Hawkinge, nr Folkestone, Farmer Canterbury Pet June 29 Ord June 29

CHARLES, DAVID THOMAS, Porth, Glam, Confectioner Pontypridd Pet June 16 Ord June 28

CHRISTIE, FRANCIS THOMAS, late St John's hill, Clapham Junction, Auctioneer High Court Pet May 31 Ord June 28

CLAVEY, JAMES, Midland Railway Coal Depot, West Kensington, Coal Merchant High Court Pet June 4 Ord June 27

COOPER, HENRY WILLIAM ALEXANDER, Fenchurch st High Court Pet June 9 Ord June 28

COX, EMMA VIOLET, Junction rd, Upper Holloway, Oil Warehouseman High Court Pet June 27 Ord June 27

COLNAGHI, BERNARD OSWALD, Munster ter, Fulham High Court Pet June 17 Ord June 29

CUTTS, ROBERT WILLIAM, Bloxwich, Staffs, General Dealer Walsall Pet June 27 Ord June 27

DANIELS, CHARLES, Landport, Machinist Portsmouth Pet June 27 Ord June 27

DELMARD, MAURICE, Chancery lane, Gas Engineer High Court Pet June 2 Ord June 27

DERBY, JAMES, Brockley, Kent, Builder Greenwich Pet May 20 Ord June 28

DRAKEFORD, GEORGE, Bedworth, Warwickshire, Clothier Coventry Pet June 27 Ord June 27

EDLIN, F O, New sq, Lincoln's inn, Barrister at law High Court Pet May 31 Ord June 28

EVANS, EVAN, Cwmpark, Treorkey, Glam, Collier Pontypridd Pet June 28 Ord June 28

EVANS, JOHN WILLIAM, Swansea, Grocer Swansea Pet June 29 Ord June 29

GARDNER, WINCKLES, Church st, Enfield, Coal Merchant Edmonton Pet June 2 Ord June 27

GODDARD, GEORGE WILLIAM, Northcote rd, Clapham Junction, Licensed Victualler High Court Pet June 23 Ord June 28

GOODACRE, JOHN WILLIAM, Peterborough, Corn Merchant Peterborough Pet June 17 Ord June 29

HARRISON, JESSE, Northampton, Manager Northampton Pet May 30 Ord June 25

HEWITT, CHARLES, Leicester, Baker Leicester Pet June 27 Ord June 27

HIGGINBOTTOM, MARY, Fallowfield, nr Manchester, Widow Stockport Pet June 16 Ord June 27

HUDSON, FRANK WILLIAM, Gloucester, Brush Importer Gloucester Pet June 28 Ord June 28

INESON, BENJAMIN, Dewsbury, Beerhouse Keeper Dewsbury Pet June 28 Ord June 28

LATHAM, RICHARD, York, Draper York Pet June 27 Ord June 27

LAWRENCE, JOHN EDWARD, Leicester, Carpenter Leicester Pet June 25 Ord June 25

LOCK, ARTHUR, Wimborne Minster, Dorset, Baker Poole Pet June 28 Ord June 28

MARTIN, CHARLES, Slough, Bucks, Grocer Windsor Pet June 25 Ord June 25

MAUGHAN, JABEZ, Birmingham, Egg Dealer Birmingham Pet June 29 Ord June 29

PALFREY, RICHARD, Crediton, Devon, Shopkeeper Exeter Pet June 27 Ord June 27

PIPE, WILGRESS NATHANIEL, late High st, Walthamstow, late Clothier High Court Pet June 28 Ord June 28

PUGH, JOHN, Trawsfynydd, Merioneth, Farmer Portmadoc and Blaenau Festiniog Pet June 27 Ord June 27

READING, ROBERT, Birmingham, Retailer of Beer Birmingham Pet June 27 Ord June 27

ROBINSON, GEORGE, Sutton, Coldfield, Warwickshire, Boot Dealer Birmingham Pet June 29 Ord June 29

ROGERS, REUBEN, Perry Barr, nr Birmingham, Butcher Kidderminster Pet May 5 Ord June 21

SALMOND, ALFRED, Bristol, Tailor Bristol Pet June 18 Ord June 29

SHAW, HENRY, Birmingham, Brass Caster Birmingham Pet June 28 Ord June 28

SHERRY, SARAH JANE, Landport, Bootseller Portsmouth Pet June 25 Ord June 25

SHORT, GEORGE, Chesterfield, Accountant Chesterfield Pet June 28 Ord June 28

SKELDING, WILLIAM GEORGE, Aston, Warwickshire, Boot Manufacturer Birmingham Pet June 27 Ord June 27

TAYLOR, HENRY, Netherton, Dudley, Journeyman Baker Dudley Pet June 27 Ord June 27

WAY, WALCOT, Southsea, Confectioner Brighton Pet April 27 Ord June 27

WHITE, WILLIAM ERNEST, late Aylesbury st, Clerkenwell, late Licensed Victualler High Court Pet May 28 Ord June 23

WOOD, TIMOTHY, Heaton Norris, Lancs, Saddler Stockport Pet June 28 Ord June 28

WOODHEAD, DAVID, Leeds, Greengrocer Leeds Pet June 21 Ord June 28

WORFOLK, ALFRED EGBERT, Beauchamp rd, Wandsworth, Chemist Wandsworth Pet June 27 Ord June 27

The following amended notice is substituted for that published in the London Gazette, May 17 :—

TANSLEY, JOSHUA LEE, Thorne, Yorks, Colliery Agent Sheffield Pet May 13 Ord May 13

FIRST MEETINGS.

ARMSTRONG, W. J., Leadenhall st, Manager of a Restaurant July 12 at 2.30 Bankruptcy bldgs, Carey st

ASHTON, HENRY, Chorley, Marine Store Dealer July 11 at 10 16, Wood st, Bolton

ATKINS, WILLIAM HENRY, jun., Nightingale rd, Clapton, Assistant to a Horse Dealer July 8 at 1 Bankruptcy bldgs, Carey st

BOSHER, CHARLES WILLIAM, Lavender sweep, Battersea rise, Grocer July 11 at 12.30 24, Railway approach, London bridge

BRIGGS, WALTER, Salford, Coachbuilder July 8 at 11.30 Ogden's chbrs, Bridge st, Manchester

CLARKE, JAMES, Carlisle, Innkeeper July 9 at 11.30 Off Rec, 130, Highgate, Kendal

CLAVEY, JAMES, Midland Ry Coal Depot, West Kensington, Coal Merchant July 12 at 1 Bankruptcy bldgs, Carey st

COLNAGHI, BERNARD OSWALD, Munster terr, Fulham July 14 at 12 Bankruptcy bldgs, Carey st

COOPER, HENRY WILLIAM ALEXANDER, Fenchurch st July 14 at 2.30 Bankruptcy bldgs, Carey st

COOTE, ALFRED SAMUEL, Ashington, Sussex, Miller July 13 at 12 Off Rec, 4, Pavilion bldgs, Brighton

COX, EMMA VIOLET, Junction rd, Upper Holloway, Oil Warehouseman July 12 at 12 Bankruptcy bldgs, Carey st

CUTTS, ROBERT WILLIAM, Bloxwich, Staffs, General Dealer July 14 at 11.15 Off Rec, Walsall

DAY, WILLIAM, Luton, Beds, Straw Hat Manufacturer July 21 at 11.30 Court-house, Luton

DELMARD, MAURICE, Chancery lane, Gas Engineer July 8 at 2.30 Bankruptcy bldgs, Carey st

FAIRBAIRNS, THOMAS RICHARD, St Mary axe, Electro Plate Manufacturer July 8 at 12 Bankruptcy bldgs, Carey st

GILL, GEORGE MACHEN, Sheffield, Coal Merchant July 11 at 12 Off Rec, Figtree lane, Sheffield

GLOVER, HENRY, Mare st, Hackney, Grocer July 8 at 2.30 Bankruptcy bldgs, Carey st

GREENWOOD, JOHN EDWARD, Hulme, Manchester, House Furnisher July 8 at 2.30 Ogden's chmbrs, Bridge st, Manchester

HEWITT, CHARLES, Leicester, Baker July 11 at 3 Off Rec, 34, Friar ln, Leicester

JENKINS, HENRY, York rd, City rd, Dairyman July 8 at 1 Bankruptcy bldgs, Carey st

LATHAM, RICHARD, York, Draper July 13 at 11.30 Off Rec, York

LAWRENCE, JOHN EDWARD, Leicester, Carpenter July 11 at 12.30 Off Rec, 34, Friar lane, Leicester

LLOYD, ARTHUR, Daffonne rd, Upper Tooting, Comedian July 13 at 11.30 24, Railway approach, London Bridge

MANNING, JAMES, Disbrowe rd, Fulham, Cab Driver July 12 at 1 Bankruptcy bldgs, Carey st

MARSTON, FRANK, Leeswood Vale Oil Works, nr Mold, Flints, Oil Manufacturer July 8 at 11.30 Crypt chmbrs, Chester

MELLOR, JOHN WILLIAM, Portwood, Stockport, Journeyman Joiner July 8 at 1 Off Rec, County chmbrs, Market pl, Stockport

MERCIER, LOUISE, Drayton grdns, Kensington, Spinster July 13 at 12 Bankruptcy bldgs, Carey st

MOSELEY, HENRY EDWARD, Heath st, Hampstead, Upholsterer July 12 at 2.30 Bankruptcy bldgs, Carey st

NOWELL, NATHANIEL, Blackburn, Builder July 8 at 2.30 County Court house, Blackburn

ORMEROD, JOHN RICHARD, Croppergate, nr Leeds, Innkeeper July 11 at 11 Off Rec, 22, Park row, Leeds

OSBORNE, HARRY JOHN, East Grinstead, Sussex, Contractor July 8 at 3 Off Rec, Merthyr Tydfil

PALFREY, RICHARD, Crediton, Devon, Shopkeeper July 11 at 11 Off Rec, 13, Bedford circus, Exeter

PERCY, HENRY WILLIAM, Stainton, Westmrld, Matting Manufacturer July 9 at 11 Off Rec, 120, Highgate, Kendal

PERLHEFTER, EMANUEL, Old Broad st, Commission Agent July 12 at 12 Bankruptcy bldgs, Carey st

PITCHFORD, JABEZ, Birmingham, Restaurant Keeper July 12 at 12 23, Colmore row, Birmingham

PLANT, WILLIAM, Hornsey rd, Holloway, Fruiterer July 13 at 11 Bankruptcy bldgs, Carey st

POTTER, HENRY, late of Hastings, Dairyman July 11 at 12.30 Young & Son, Bank bldgs, Hastings

POWELL, PHILIP, Heolfach, Ystrad, Rhondda, Glam, Hawker July 12 at 12 Off Rec, Merthyr Tydfil

QUEHEN, ALPHONSE, Waterloo, Liverpool, Tailor July 11 at 12 Off Rec, 35, Victoria st, Liverpool

REEVE, ARTHUR EDWIN, Watney st, Commercial rd, Boot Maker July 13 at 2.30 Bankruptcy bldgs, Carey st

REEVES, AMOS GEORGE, 56, Hinton rd, Camberwell July 12 at 11 Bankruptcy bldgs, Carey st

RICKETTS, AUSTIN, Weston super Mare, Insurance Agent July 9 at 12 Off Rec, 5b, Hammet st, Taunton

ROBERTSON, WILLIAM MACDONALD, Shipka rd, Balham July 11 at 11.30 24, Railway app, London Bridge

SCACE, MARY, Steyning, Sussex, Spinster July 14 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

SHIBRA, THOMAS CHARLES, Sheffield, Beerhouse Keeper July 11 at 11 Off Rec, Figtree lane, Sheffield

SQUIRE, HENRY, Portobello rd, Notting hill, Beer Seller July 13 at 12 Bankruptcy bldgs, Carey st

STEVENS, FREDERICK, East Grinstead, Sussex, Builder July 8 at 11.30 24, Railway app, London Bridge

STOCKER, CHARLES, Birmingham, Printer July 12 at 11 23, Colmore row, Birmingham

SYKES, GEORGE, Huddersfield, Stamp Distributor July 11 at 10 Off Rec, 55, New st, Huddersfield

TURNER, WILLIAM, Blackburn, Boiler Maker July 13 at 1 County Court house, Blackburn

ADJUDICATIONS.

ASHTON, HENRY, Chorley, Marine Store Dealer Bolton Pet May 31 Ord June 28

BAKER, HENRY, Carisbrooke rd, High st, Walthamstow, late Butcher High Court Pet May 24 Ord June 29

BARKER, ROBERT, and JOHN BARKER, Millwood, Todmorden, Yorks, Engineers Burnley Pet April 29 Ord June 28

BROOK, ARTHUR ALEXANDER, CYRUS BARKER BROOK, and EDGAR DEIGHTON BROOK, Bradford, Stuff Manufacturers Bradford Pet June 3 Ord June 28

BROWN, JOHN THOMAS, Rotherham, Licensed Victualler Sheffield Pet June 27 Ord June 27

BUSHNELL, ROBERT, Cumming st, Pentonville, Corn Dealer High Court Pet June 13 Ord June 27

CHARLES, DAVID THOMAS, Porth, Glam, Confectioner Pontypridd Pet June 15 Ord June 28

CLARKE, HENRY, Leicester, Wheelwright Leicester Pet June 22 Ord June 23

CREPIN, HIPPOLYTE, Station bldgs, West Norwood High Court Pet June 2 Ord June 29

DANIELS, CHARLES, Landport, Machinist Portsmouth Pet June 27 Ord June 27

DAVIES, EDWARD, Wrexham, Confectioner Wrexham Pet June 16 Ord June 28

DRAKEFORD, GEORGE, Bedworth, Warwickshire, Clothier Coventry Pet June 27 Ord June 28

FAIRBAIRNS, THOMAS RICHARD, St Mary axe, Electro Plate Manufacturer High Court Pet June 4 Ord June 28

GOODLIFFE, GEORGE, Folkestone, Pharmaceutical Chemist Canterbury Pet June 13 Ord June 27

GREENWOOD, JOHN EDWARD, Hulme, Manchester, House Furnisher Manchester Pet June 21 Ord June 28

HARRISON, JESSE, Northampton, Manager Northampton Pet May 25 Ord June 25

HEWITT, CHARLES, Leicester, Baker Leicester Pet June 27 Ord June 27

HIGGINBOTTOM, MARY, Fallowfield, nr Manchester, Widow Stockport Pet June 16 Ord June 29

HULSE, MAURICE, Tilston Fearnall, Cheshire, Farmer Nantwich and Crewe Pet May 28 Ord June 29

KELLY, JOHN HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet June 22 Ord June 28

LATHAM, RICHARD, York, Draper York Pet June 27 Ord June 27

LAWRENCE, JOHN EDWARD, Leicester, Carpenter Leicester Pet June 25 Ord June 25

LOCK, ARTHUR, Wimborne Minster, Dorset, Baker Poole Pet June 28 Ord June 28

MARTIN, CHARLES, Slough, Bucks, Grocer Windsor Pet June 25 Ord June 29

ORTON, WILLIAM, Hinckley, Leics, Boot Manufacturer's Manager Leicester Pet June 22 Ord June 29

PALFREY, RICHARD, Crediton, Devon, Shop Keeper Exeter Pet June 27 Ord June 27

PERLHEFTER, EMANUEL, Old Broad st, Commission Agent High Court Pet June 3 Ord June 27

PIPE, WILGRESS NATHANIEL, High st, Walthamstow, late Clothier High Court Pet June 28 Ord June 28

PITCHFORD, JABEZ, Birmingham, Restaurant Keeper Birmingham Pet June 18 Ord June 28

PUGH, JOHN, Trawsfynydd, Merioneth, Farmer Portmadoc and Blaenau Festiniog Pet June 27 Ord June 27

READING, ROBERT, Birmingham, Retailer of Beer Birmingham Pet June 27 Ord June 29

ROBINSON, GEORGE, Sutton Coldfield, Warwickshire, Boot Dealer Birmingham Pet June 29 Ord June 29

SANDERS, WILLIAM, Chesterfield, Fruit Merchant Chesterfield Pet June 16 Ord June 25

SHERRY, SARAH JANE, Landport, Bootseller Portsmouth Pet June 25 Ord June 25

SHORT, GEORGE, Chesterfield, Accountant Chesterfield Pet June 28 Ord June 28

TAYLOR, HENRY, Netherton, Dudley, Journeyman Baker Dudley Pet June 27 Ord June 27

TAYLOR, WALTER, Farringdon st, Auctioneer's Clerk High Court Pet June 24 Ord June 28

WHITTLE, FRANCIS, King st, Regent st, Gent High Court Pet April 11 Ord June 28

WILLIAMSON, GEORGE BELL, Victoria st, Financial Agent High Court Pet March 18 Ord June 29

WORFOLK, ALFRED EGBERT, Beauchamp rd, Wandsworth, Chemist Wandsworth Pet June 25 Ord June 27

The following amended notice is substituted for that published in the London Gazette, May 17 :—

TANSLEY, JOSHUA LEE, Thorne, Yorks, Colliery Agent Sheffield Pet May 13 Ord May 13

ORDER DISMISSING PETITION, RESCINDING RECEIVING ORDER, AND ANNULLING ADJUDICATION.

KING, THOMAS WILLIAM, jun, and JOSEPH KING, Southampton, Coal Merchants Southampton Rec Ord Dec 15, 1891 Adjud Jan 27 Dis, Resc, and Annul May 11

London Gazette—TUESDAY, July 5.

RECEIVING ORDERS.

ALMOND, THOMAS, Bolton, Fruiterer Bolton Pet July 1 Ord July 1

BARKER, GEORGE, HILTON CASSANET BARKER, and WILLIAM BARKER, Mark lane, Bankers High Court Pet June 23 Ord June 23

BEES, SIDNEY, Mardy, Glam, Grocer Pontypridd Pet July 2 Ord July 2

BEARNE, CHARLES JOHN FREDERICK, Torquay, Importer of Oriental Goods Exeter Pet June 20 Ord June 29

BERTRAM, CHARLES ANTHONY, Goldhawk rd, Shepherd's Bush, Dealer in Toys High Court Pet July 1 Ord July 1

BOLTON, WILLIAM, Southport, Gunsmith Liverpool Pet June 20 Ord June 30

BULL, JOHN HENRY, Nottingham, Hosiery Manufacturer Nottingham Pet June 29 Ord July 2

CHRISTIAN, CHARLES, Egremont, Cheshire, Greengrocer Birkenhead Pet June 18 Ord June 30

COBBIS, RICHARD, Birkenhead, Plumber Birkenhead Pet June 30 Ord June 30

EVANS, DAVID, Barry Dock, Glam, Grocer's Assistant Cardiff Pet June 30 Ord June 30

FLANAGAN, EDWARD, and JAMES DEVINS, Warrington, Grocers Warrington Pet June 10 Ord July 1
HAISELDEN, GEORGE, Preston, nr Brighton, Carpenter Brighton Pet July 2 Ord July 2
HASTURG, WILLIAM, Davies mews, Berkeley sq, Cabinet Maker High Court Pet July 1 Ord July 1
HILL, WILLIAM JAMES, Gayton, Norfolk, Butcher King's Lynn Pet June 28 Ord June 28
HULTON, WILLIAM, Bolton, Laundryman Bolton Pet June 30 Ord June 30
HYAMS, HYAM, Middlesex st, Aldgate, Mineral Water Manufacturer High Court Pet June 13 Ord July 1
ISWOOD, CHARLES, Milton-next-Gravesend, Engineer Rochester Pet June 30 Ord June 30
JEFFERY, JAMES, North Shields, Lecturer Sheffield Pet June 16 Ord June 30
LIGHT, CHARLES, Silchester, Hants, Baker Winchester Pet June 30 Ord June 30
MOSELEY, JOHN, Darlaston, Staffs, Wholesale Grocer Walsall Pet July 1 Ord July 1
OWEN, DANIEL, Pontardulais, Carmarthenshire, Newspaper Proprietor Carmarthen Pet June 30 Ord June 30
OWEN, ELIZABETH, Llanrwst, Denbighshire, Licensed Victualler Portmadoc and Blaenau Festiniog Pet July 1 Ord July 1
SCHORTENSACK, GEORGE, Gracechurch st, Merchant High Court Pet June 18 Ord June 30
TILLEY, FREDERICK WILLIAM, Eastleigh, Hants, Grocer Southampton Pet June 29 Ord June 29
TOTHILL, ALFRED HENRY, Easton St George, Glos, Bootmaker Bristol Pet July 1 Ord July 1
WEBSTER, HENRY VALENTINE, Northallerton, Yorks, Entire Horse Proprietor Northallerton Pet June 29 Ord June 29
WELLS, HUBERT HEDWORTH GRENVILLE, and JOHN RADCLIFFE CROFT, Water lane, Merchants High Court Pet June 7 Ord June 30
WOODS, ALFRED WALTER, Belvedere rd, Lambeth, Brewer's Traveller High Court Pet May 24 Ord June 30
WRIGHT, JAMES HENRY, Costessey, Norfolk, Farmer Norwich Pet July 2 Ord July 2
YOUNG, FRANCIS EDWARD, St Columb, Cornwall, Commercial Agent Truro Pet June 17 Ord June 29

FIRST MEETINGS.

ALEXANDER, JAMES RADCLIFFE, Fleetwood, Lancs, Ship Chandler July 15 at 2.30 Off Rec, Chapel st, Preston
ALMOND, THOMAS, Bolton, Fruiterer July 12 at 10.45 16, Wood st, Bolton
BEARNE, CHARLES JOHN FREDERICK, Torquay, Importer of Oriental Goods July 13 at 12 Off Rec, 13, Bedford cir, Exeter
BIRD, F ERNEST, Budge row, Cannon st, Solicitor July 14 at 11 Bankruptcy bldgs, Carey st
CARD, EDWARD WALTON, Hawkinge, nr Folkestone, Farmer July 14 at 11 Off Rec, 73, Castle st, Canterbury
CHRISTIE, FRANCIS THOMAS, late St John's hill, Clapham Junction, Auctioneer July 15 at 11 Bankruptcy bldgs, Carey st
CLEWER, THOMAS ARTHUR, Burnley, Watchmaker July 14 at 1 Exchange Hotel, Nicholas st, Burnley
DANIELS, CHARLES, Landport, Machinist July 19 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
DRAKEFORD, GEORGE, Bedworth, Warwickshire, Clothier July 12 at 11 Off Rec, 17, Hertford st, Coventry
ELLINGTON, CHARLES TOWNLEY, and WILLIAM THALLON CAIRNS, Manchester, Wholesale Furniture Dealers July 15 at 3 Ogden's chmbrs, Bridge st, Manchester
GOODACRE, JOHN WILLIAM, Peterborough, Corn Merchant July 22 at 12 Law Courts, New rd, Peterborough
GREEN, W PAGE, Southampton row, Gent July 13 at 11 Bankruptcy bldgs, Carey st
HARVEY, EDWARD, Cardiff, Stationer July 12 at 3 Off Rec, 29, Queen st, Cardiff
HILL, EMMA, New Inn yard, Shoreditch, Draper July 15 at 2.30 Bankruptcy bldgs, Carey st
HUDSON, FRANK WILLIAM, Gloucester, Brush Importer July 12 at 11 Off Rec, 15, King st, Gloucester
HULTON, WILLIAM, Bolton, Laundryman July 12 at 10.30 16, Wood st, Bolton
HUNT, ALBERT WILLIAM, Rawtenstall, Lancs, Grocer July 13 at 1.30 County court house, Blackburn
HYATT, WILLIAM HERBERT, Harlington, Beds, Engineer July 12 at 10.30 Off Rec, Bedford
INESON, BENJAMIN, Dewsbury, Beerhouse Keeper July 12 at 3 Off Rec, Bank chmbrs, Batley
ISWOOD, CHARLES, Milton next Gravesend, Engineer July 14 at 11.30 Off Rec, Rochester
LIGHT, CHARLES, Silchester, Hants, Baker July 15 at 12.30 Off Rec, 4, East st, Southampton
LOCK, ARTHUR, Wimborne Minster, Dorset, Baker July 15 at 1 Off Rec, Salisbury
MARTIN, CHARLES, Slough, Bucks, Grocer July 13 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
MINNS, HENRY, Norwich, Boot Manufacturer July 12 at 1 Terminus Hotel, London Bridge
MOSSOP, THOMAS, Lancaster, Grocer July 15 at 2 Off Rec, 14, Chapel st, Preston
MOUNSEY, THOMAS, Bishop Auckland, late Beerhouse Keeper July 12 at 2 Off Rec, 25, John st, Sunderland
POULTER, WILLIAM, Faversham terr, High st, North Finchley, Butcher July 12 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
PRICE, GEORGE, Swansea, Licensed Victualler July 13 at 12 Off Rec, 31, Alexandra rd, Swansea
SALMOND, ALFRED, Bristol, Tailor July 13 at 1.30 Off Rec, Bank chbrs, Corn st, Bristol
SHERRY, SARAH JANE, Landport, Bootseller July 19 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
SHORT, GEORGE, Chesterfield, Accountant July 12 at 2 Angel Hotel, Chesterfield
SMITH, SAMUEL, Headingley, Leeds, Architect July 13 at 11 Off Rec, 22, Park row, Leeds
STEVENSON, CHARLES JOHN, Brighton, Hotel Keeper July 12 at 12 Off Rec, 24, Railway approach, London bridge
THOMSON, EDMUND WAINWRIGHT, Brighton, Esq July 15 at 11.30 24, Railway approach, London bridge
TILLEY, FREDERICK WILLIAM, Eastleigh, Hants, Grocer July 15 at 12 Off Rec, 4, East st, Southampton
TOTHILL, ALFRED HENRY, Easton St George, Glos, Bootmaker July 13 at 3 Off Rec, Bank chbrs, Corn st, Bristol
WILLIAMS, WILLIAM, Croesengan, Llansantffraid, Denbighshire, Farmer July 12 at 11 Eagles Hotel, Llanrwst

The following amended notice is substituted for that published in the London Gazette, July 1:—

CUTTS, ROBERT WILLIAM, Bloxwich, Staffs, General Dealer July 14 at 11.15 Off Rec, Walsall

ADJUDICATIONS.

ALMOND, THOMAS, Bolton, Fruiterer Bolton Pet July 1 Ord July 1
BAKER, THOMAS GEORGE, Easton, Glos, Boot Manufacturer Bristol Pet June 29 Ord June 30
BEES, SIDNEY, Mardy, Glam, Grocer Pontypridd Pet July 1 Ord July 2
BOLTON, WILLIAM, Southport, Gunsmith Liverpool Pet June 30 Ord June 30
BURNETT, THOMAS, Spennymoor, co Durham, Hatter Durham Pet May 19 Ord June 30
DEAN, SAMUEL WILLIAM, Small Heath, Birmingham, Clothes Dealer West Bromwich Pet June 22 Ord June 29
EVANS, DAVID, Barry Dock, Glam, Grocer' Asssistant Cardiff Pet June 30 Ord June 30
GARDNER, WINCKLES, Church st, Enfield, Coal Merchant Edmonton Pet July 1 Ord July 2
HAISELDEN, GEORGE, Preston, nr Brighton, Carpenter Brighton Pet July 1 Ord July 2
HILL, WILLIAM JAMES, Gayton, Norfolk, Butcher King's Lynn Pet June 28 Ord June 28
HULTON, WILLIAM, Bolton, Laundryman Bolton Pet June 30 Ord June 30
LIGHT, CHARLES, Silchester, Hants, Baker Winchester Pet June 30 Ord July 2
LYE, THOMAS, Sutton, Surrey, Stonemason Croydon June 22 Ord June 30
OWEN, DANIEL, Pontardulais, Carmarthenshire, Newspaper Proprietor Carmarthen Pet June 30 Ord June 30
OWEN, ELIZABETH, Llanrwst, Denbighshire, Licensed Victualler Portmadoc and Blaenau Festiniog Pet June 30 Ord July 1
POTTER, THOMAS HENRY, Great Winchester st, Stock Dealer High Court Pet June 4 Ord July 1
ROBINSON, WILLIAM, Caversham, Oxon, retired Brewer Reading Pet May 30 Ord June 30
SMITH, HENRY KATE, Lewes, Sussex, Tailor Lewes Pet June 13 Ord July 2
STACEY, JOHN EDWARD, Eardley crescent, Kensington, Farmer Lewes and Eastbourne Pet May 24 Ord June 2
STADDON, BENJAMIN, Kingswood, Glos, Boot Manufacturer Bristol Pet June 4 Ord July 2
TASSO, DIMITRI, and HABIB TASSO, Manchester, Merchants Manchester Pet Feb 29 Ord June 30
TILLEY, FREDERICK WILLIAM, Eastleigh, Hants, Grocer Southampton Pet June 29 Ord June 29
TOOMER, ROBERT, Reading, Coal Merchant Reading Pet May 19 Ord July 1
WEBSTER, HENRY VALENTINE, Northallerton, Yorks, Entire Horse Proprietor Northallerton Pet June 29 Ord June 29
WHITE, WILLIAM ERNEST, late Aylesbury st, Clerkenwell, late Licensed Victualler High Court Pet May 28 Ord July 1
WILLIAMS, JAMES, Weston super Mare, Wheelwright Bridgwater Pet May 13 Ord June 30
WILSON, JOSEPH, Holmfield, nr Halifax, Wheelwright Halifax Pet June 10 Ord July 1

SALES OF ENSUING WEEK.

July 12.—MESSRS. CHADWICK, at the Mart, E.C., at 2 o'clock, Freehold Residential Estate (see advertisement, June 25, p. 692).
July 12.—MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Leasehold Residence (see advertisement, June 18, p. 683).
July 12.—MESSRS. ELOART, at the Mart, E.C., at 12 for 1 o'clock, set of Freehold Chambers (see advertisement, July 2, p. 4).
July 13.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Leasehold Investment (see advertisement, June 25, p. 693).
July 13.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Building Site and Residence and Leasehold Properties (see advertisement, this week, p. 4).
July 13.—MESSRS. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, E.C., at 2 o'clock, Freehold Residential Manorial and Sporting Estate (see advertisement, May 28, p. 2).
July 13.—MESSRS. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, E.C., Freehold Landed Estates (see advertisement, July 2, p. 4).
July 13.—MESSRS. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties and Building Plots, and a Mortgage Debt (see advertisement, this week, p. 637).
July 15.—HENRY H. MONTAGU, Esq., at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, July 2, p. 4).

CITY of LONDON.

Partly with possession, owing to the removal of the Jerusalem Subscription Rooms and Exchange to Billiter-buildings, 22, Billiter-street, E.C.—The exceedingly valuable, fully-licensed, long Leasehold Property, comprising the renowned Jerusalem Coffee-house, situate in Cowper's-court, Cornhill (opposite the Royal Exchange and Bank of England), now consisting of a modern building of imposing elevation, with a frontage of about 56 ft., the large, light basement being leased to the well-known Bodega Company (Limited). The ground floor, recently occupied by the Jerusalem (Limited) as a subscription and news rooms, is now in hand, and the three spacious upper floors, with separate entrance, distinguished as the Jerusalem-chambers, are divided into excellent suites of light offices, and let to good tenants, the whole covering an area of 2,350 superficial feet. The property is held upon lease for an unexpired term of 66 years, at a ground-rent, and is estimated to produce rentals amounting to £3,500 per annum.

MESSRS. FULLER & FULLER are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, JULY 22 at TWO, the above unique and improving INVESTMENT.

Particulars, &c., of Messrs. Henry Kimber & Co., Solicitors, 79, Lombard-street, E.C.; or of the Auctioneers, 70, Queen-street, Cheapside, E.C.

ITALY.

Villa Clara, Baveno, Lago Maggiore, the residence of the late Charles Henfrey, Esq., occupied by H.M. the Queen in 1879, and in 1887 by their I.H. the Crown Prince and Princess of Germany.

MESSRS. FOSTER respectfully announce for SALE by AUCTION, by direction of the Executor, at the GALLERY, 54, Pall-mall, on TUESDAY, the 19th JULY (unless previously disposed of), the FREEHOLD ESTATE, known as Villa Clara, in all about 20 acres, situated above the Simplon-road, between Stresa and Baveno, 36 hours from London, and six minutes from a steamboat pier on Lago Maggiore. The mansion, erected for the late owner by an eminent London architect, is very solidly and well built, and finished in the best manner. The floors throughout are fireproof and the sanitary arrangements are on modern principles. The house contains, on the ground floor, a magnificent marble hall and staircase and a suite of five reception rooms, all with beautifully painted ceilings, and opening to a spacious loggia or verandahs; on the first and second floors, 15 bed and dressing rooms and nine servants' bed rooms; kitchens, offices, and extensive cellarage are in basement. The terrace on which the house is placed (about 80ft. above the level of the lake) commands one of the most beautiful views in Europe, including the lake, with its islands and mountains beyond. The grounds, of about 10 hectares (20 acres), are arranged in lawns, terraces, kitchen garden, and meadows, with ample stabling, coachhouses, and men's dwelling rooms. There is a small private chapel, built in the Byzantine style, and a private landing-stage and boat-house on the lake.

Further particulars may be had of Messrs. Janson, Cobb, Pearson, & Co., Solicitors, 41, Finsbury-circus; of Messrs. Boulnois & Warner, Architects, 6, Waterloo-place; and printed particulars, with plans and conditions of sale (price one shilling), of Messrs. Foster, Auctioneers, 54, Pall-mall, London.

CITY of LONDON.
Freehold Ground-rents.

MESSRS. CHARLES & TUBBS will OFFER for SALE by Public AUCTION, at the MART, City, on FRIDAY, JULY 22nd, the following valuable FREEHOLD GROUND-RENTS:—

£269 13s. 3d. per annum, arising out of No. 15, Paper-street, City of London, of the estimated rack rental value of £760 per annum.

£217 9s. 3d. per annum, arising out of No. 17, Paper-street, City of London, of the estimated rack rental value of £600 per annum.

Particulars, &c., may be obtained at the Mart; of Messrs. Chapple, Welch, & Chapple, Solicitors, 25, Carter-lane, E.C.; and at the Auctioneers' offices, 1, Gresham-street, E.C. (Telephone No. 555.)

To Trustees, Fundholders, and others.

MESSRS. CHARLES & TUBBS (in conjunction with Messrs. BEAN, BURNETT, & ELDRIDGE) will OFFER for SALE by AUCTION, at the MART, City, on MONDAY, JULY 25th, a valuable FREEHOLD GROUND-RENT of £155 per annum, arising out of No. 4, Butler-street, City; a valuable Freehold Ground-Rent of £39 per annum, arising out of 66 and 67, Milton-street, E.C.

Particulars, with conditions of sale, may be obtained at the Mart; of Messrs. Chapple, Welch, & Chapple, Solicitors, 25, Carter-lane, E.C.; of Messrs. Bird & Eldridge, Solicitors, 10, Great James-street, W.C.; of Messrs. Bean, Burnett, & Eldridge, 14, Nicholas-lane, E.C.; and of Messrs. Charles & Tubbs, as above.

BLETCHINGLEY, SURREY.

FOR SALE, TWELVE ACRES of FREEHOLD park-like LAND, with frontages of 800 ft. to the main road, within 30 miles from London, and a convenient distance from four railway stations. The land, which is beautifully timbered, lies high, 500 ft. above the sea level, commands extensive views of the surrounding country, has an unfailing supply of pure water, and presents a most desirable site for a good residence; the church and post-office are within a quarter of a mile; there are two resident medical practitioners; the stag and fox-hounds meet in the neighbourhood. Price, including a labourer's picturesque cottage and barn, £1,800; the timber and buildings are of the value of £500; an omnibus runs between Redhill and Bletchingley; eight acres more can be had if required. Only principals or their solicitors will be treated with.—Apply to the Owner, JOHN BUTLER, Esq., Bletchingley.

SALES BY AUCTION FOR THE YEAR 1892.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, July 12	Tuesday, Aug. 9	Tuesday, Oct. 18
Tuesday, July 19	Tuesday, Aug. 16	Tuesday, Nov. 1
Tuesday, July 26	Tuesday, Aug. 23	Tuesday, Nov. 15
Tuesday, Aug. 2	Tuesday, Oct. 4	Tuesday, Dec. 6

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C. or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

CITY of LONDON.

Freehold Ground-rent of £250 per annum secured upon highly important property, No. 74, Lombard-street, with early reversion to the rack rental.

MESSRS. JONES, LANG, & CO. beg to announce that the negotiations for a Sale of the above by private contract having fallen through, they are instructed by the vendor to submit the above very valuable FREEHOLD GROUND-RENT for SALE by AUCTION at the MART, Tokenhouse-yard, E.C., on FRIDAY, JULY 29, 1892, at TWO o'clock. The premises occupy a most prominent position at the corner of Pope's Head-alley, Lombard-street, adjoining Lloyd's Bank, in the heart of the great banking district in the City of London. The lessees are the well-known firm of Messrs. Curtis & Harvey, who also are the occupiers, and the rack rent of the premises, now estimated at about £1,000 per annum, will revert to the purchaser in 46 years hence. To insurance companies, trustees, and capitalists this sale offers an excellent opportunity to obtain a safe and improving security.

Particulars at the Mart, E.C.; of Messrs. Berkeley & Son, Solicitors, 4, Gray's-inn-square, W.C.; and of the Auctioneers, 3, King-street, Cheapside, E.C.

CITY OF LONDON.

To Insurance Companies, Trustees, Capitalists, and Others.—Highly-valuable Freehold Ground-rent of £550 per annum, arising out of the noble block of property, Nos. 58, 59, 60, Bartholomew-close, Aldersgate-street (having the remarkable frontage of about 163ft., and a total ground area of about 8,500ft. super.), with reversion to the full rack-rental value, now estimated at about £1,500 per annum, in 57 years. The premises were erected in 1879, at great cost, by the lessees, Messrs. Evans, Lescher, & Webb, the well-known wholesale druggists, who are now in occupation; and the security is of the very highest possible description, being well adapted for insurance companies, trustees, capitalists, and others.

MESSRS. JONES, LANG, & CO. have received instructions to OFFER the above valuable FREEHOLD GROUND-RENT for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, JULY 29, at TWO.

Particulars, with plan and conditions of sale, can be had at the Mart, E.C.; of Alfred Howard, Esq., Solicitor, 4, Finsbury-circus, E.C.; of Messrs. Smith, Pinsent, & Co., Solicitors, 20, Waterloo-street, Birmingham; and of the Auctioneers, 3, King-street, Cheapside, and 101, Leadenhall-street, E.C.

At a Nominal Reserve.—By direction of the Trustees under the will of the late G. J. Watts, Esq.—Chancery-lane, on the site of Old Symond's Inn.—Leasehold Investment of the highest class, in the heart of the locality frequented by the legal profession, and within one minute's walk of the Law Courts, and adjoining the site of the proposed extension of the Record Office.

WEATHERALL & GREEN will SELL by AUCTION, at the MART, City, on MONDAY, 18th JULY, at ONE, the important and substantially-erected BLOCK of OFFICES known as 22, Chancery-lane (situate within the Liberty of the Rolls), comprising four separate blocks of well-lighted and spacious suites of offices, having a frontage to Chancery-lane of 51ft. The property is let to first-class tenants, many of whom have occupied since the buildings were erected in 1875, and the total actual and estimated value is about £2,320 per annum. They are held for a long unexpired term direct from the Ecclesiastical Commissioners, at a very low groun-drent. Messrs. Marsh & Turner, Solicitors, 2, Fen-court, E.C.

Particulars at the Mart; and of the Auctioneers, 22, Chancery-lane.

OWNERS of FREEHOLD BUILDING LAND (Three to Twenty Acres), in the vicinity of London, may hear of an immediate Purchaser by application to the SECRETARY of the BRITISH LAND CO., LIMITED, 25, Moorgate-street, London, E.C.

(For continuation of Sales of Estates see page 4.)

APPOINTMENT of CORONER for the WESTERN DISTRICT of the COUNTY of LONDON.

THE LONDON COUNTY COUNCIL is prepared to receive Applications from duly qualified persons for this appointment. The salary attached to the office will be for the ensuing 5 years £780 a year, and the Coroner will be required to provide whatever may be necessary in the way of an office, a clerk and stationery, and also to defray all other expenses of the office, except the actual disbursements made at the holding of an inquest under the Council's schedule of fees, allowances, and disbursements. The salary is subject to quinquennial revision based on the number of inquests held in the district during the preceding 5 years.

The duties of coroners are regulated by the Coroners Act, 1887, and other Acts. Section 12 of the Coroners Act, 1887, is as follows: "Every Coroner for a County shall be a fit person having land in fee sufficient in the same County whereof he may answer to all manner of people."

Applications, stating age, qualifications, and experience, together with *copies* of testimonials, must be sent to the CLERK of the COUNCIL in time to be received at this office not later than 10 o'clock a.m. on FRIDAY, JULY 15, 1892.

Personal canvassing is strictly prohibited, and will disqualify any candidate.

H. DE LA HOOKE, Clerk of the Council.
Spring-gardens, S.W.,
1st July, 1892.

LINCOLN'S INN FIELDS.—Offices to be Let on the First Floor; a Suite of Three or Five handsome Rooms; bay windows overlooking the gardens; southerly aspect; also one other Suite higher up suitable for residential purposes; hall porter in uniform; moderate inclusive rent.—Apply to HOUSEKEEPER, 3, Lincoln's-inn-fields, or to Mr. COOKMAN, 63, Chancery-lane.